

## READY TO APPLY OR HAVE QUESTIONS? CONTACT:

Brian Mykulyn, AICP  
 Planning Manager  
 Downtown Memphis Commission  
 mykulyn@downtownmemphis.com  
 (901) 575-0565

## APPENDIX I: GRANT APPLICATION

Date of Application:	10/29/24	
Building/Property Address:	140/142 Monroe Ave.	
Applicant's Name:	Natalia Fountain	
Name of the Business:	Sovereign Tea Cafe	
Ownership Status:	<input type="checkbox"/> I own the property <input type="checkbox"/> I am purchasing the property <input checked="" type="checkbox"/> I will lease the property <input type="checkbox"/> Other _____	
Exact size of the space to be leased (sq. ft.)	2,774 sq ft	
Describe the length and monthly rent of your proposed lease:	Rent is \$ [REDACTED] /per month for 3 years	
Primary Project Contact:	Name: Natalia Fountain	
	Phone: (901) [REDACTED] Email: n.[REDACTED]@gmail.com	
	Mailing Address: [REDACTED]	
Proposed Improvements: (check all that apply)	<input type="checkbox"/> Hazardous material abatement <input type="checkbox"/> Interior demolition <input checked="" type="checkbox"/> ADA Compliance <input checked="" type="checkbox"/> Plumbing <input checked="" type="checkbox"/> Electrical <input type="checkbox"/> Mechanical/HVAC <input checked="" type="checkbox"/> Permanent Lighting	<input checked="" type="checkbox"/> Flooring <input checked="" type="checkbox"/> Windows/Doors <input checked="" type="checkbox"/> Permanent interior walls <input type="checkbox"/> Historic restoration <input type="checkbox"/> Cash wrap/bar/counter <input checked="" type="checkbox"/> Other (describe below)
If you listed Other above, Please briefly describe	Removal of antique units in building, ie, sinks and HVAC units	

Architect (if applicable)	Name: Company:	Phone:
Total Project Budget:	\$ [REDACTED] \$75,000	
Total Grant Requested:	\$ 30,000	
Property Owner: (If not the applicant)	Name: Kathy Zambelis	
	Phone: (901) [REDACTED]	Email: K [REDACTED] @gmail.com
	Mailing Address: [REDACTED]	
Legal Disclosure:	<p>Disclose in writing whether any applicant, guarantor, or any other person involved with the project is currently engaged in any civil or criminal proceeding or ever filed for bankruptcy.</p> <p>N/A</p>	
Board Relationship Disclosure:	<p>Disclose in writing whether the applicant or any guarantor has any previous or ongoing relationship with any Board member or legal counsel of the Board.</p> <p>N/A</p>	
Applicant's Certification:	<p>This application is made in order to induce the CCDC to grant financial incentives to the applicant. The applicant hereby represents that all statements contained herein are true and correct. All information materially significant to the CCDC in its consideration of the application is included. The applicant acknowledges that it has reviewed the descriptions of the CCDC financial program for which it is applying and agrees to comply with those policies. The applicant shall also be required to show best faith efforts with regard to the employment of minority and/or women contractors and subcontractors in the project development. The applicant specifically agrees to pay all reasonable costs, fees and expenses incurred by the CCDC whether or not the incentive is granted or project completed.</p> <p>Signature: <u>Natasha Fountain</u> Date: <u>10/29/24</u></p>	





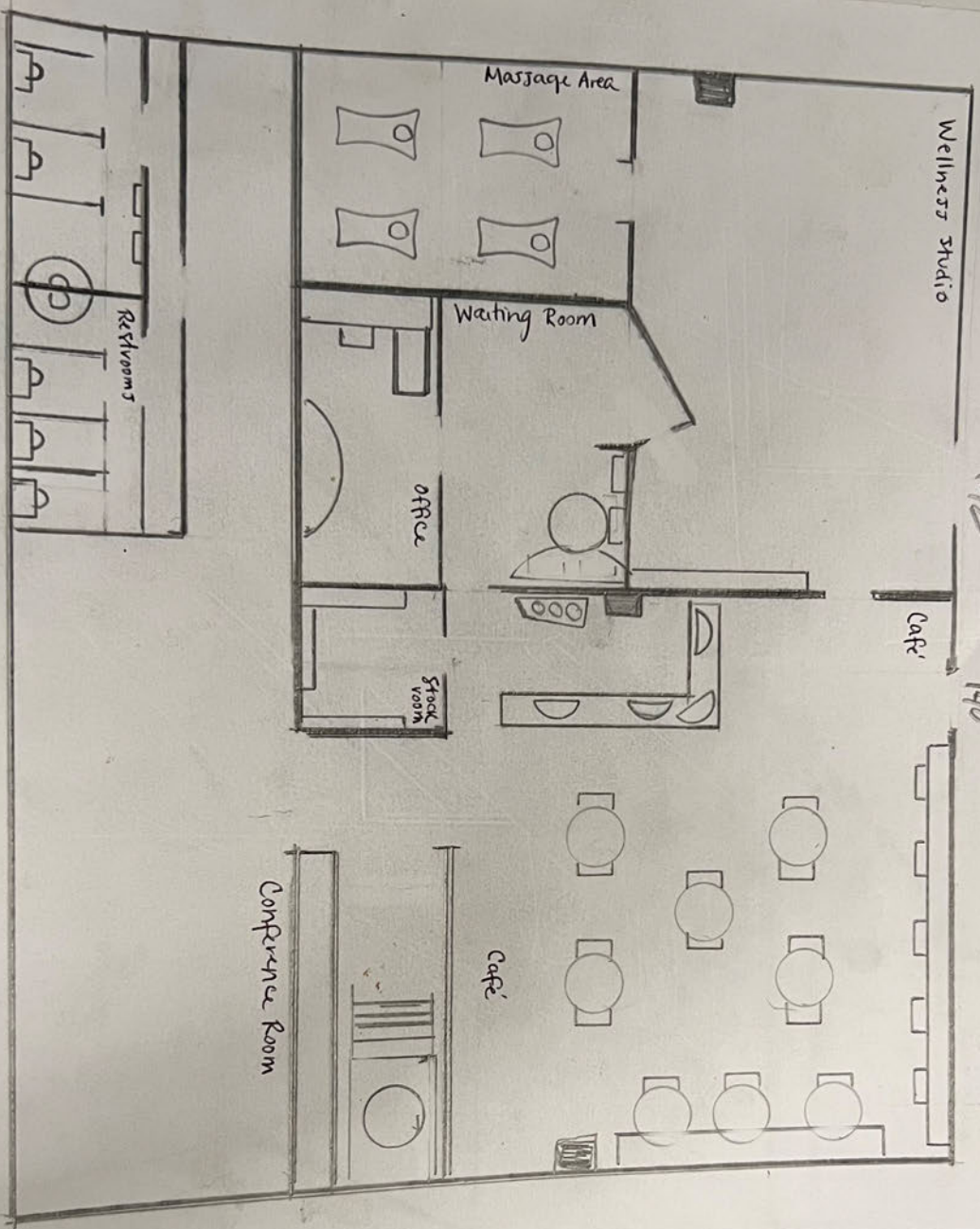


Sorry.  
Out of  
Order

Sorry.  
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Order









142 Monroe Buildout

Item	Cost
Painting	\$ 10,590
Tile & Flooring	\$ 15,473
Bathroom Remodel & Plumbing	\$ 21,179
Drywall Install	\$ 10,590
Electrical	\$ 10,590
Framing	\$ 6,354
Total	\$ 74,775

## Executive Summary

The SovereignTea Cafe will be a transformative wellness destination in Downtown Memphis, created for those seeking a holistic approach to healing for the mind, body, and spirit. As a unique combination of café and wellness studio, The SovereignTea Cafe offers a sanctuary that transcends traditional dining by immersing patrons in an experience designed to foster optimal health, relaxation, and a profound connection to self and community.

As the wellness movement grows across the nation, Americans are increasingly seeking alternatives to traditional coffee culture, with herbal teas and other natural beverages on the rise. Studies reveal that while over 66% of Americans consume coffee daily, many are now exploring the health benefits of herbal teas and other natural, caffeine-free options that provide sustained energy, reduce stress, and improve mental clarity. Memphis, with its burgeoning wellness scene, is ripe for a café that offers a holistic, health-centered experience to meet this demand.

The SovereignTea Cafe rises to this challenge by offering a diverse menu of herbal teas, fresh-pressed juices, nutrient-packed smoothies, and customizable salad and fruit bowls—each crafted with quality, local ingredients to provide maximum health benefits. With every menu item designed to support immunity, digestion, energy levels, and mental clarity, our patrons can enjoy a truly nourishing experience, free from artificial additives, chemicals, and excessive sugar.

Our café redefines what a cup of tea can be, emphasizing the medicinal properties of carefully curated herbal blends that provide functional benefits beyond caffeine. From immune-boosting ginger and turmeric infusions to calming chamomile-lavender blends, each tea selection at The SovereignTea Cafe is a product of intentional design, delivering both rich flavors and health benefits. Herbal teas are not only naturally rich in antioxidants, vitamins, and minerals but are also celebrated for their ability to promote mental well-being and resilience against stress. Our patrons will enjoy beverages that truly heal from within, empowering them to feel energized, balanced, and transformed.

The SovereignTea experience extends beyond nutrition. Our on-site wellness studio is a serene, carefully designed space for yoga, meditation, and wellness coaching, giving patrons access to tools that support their personal journeys to wellness. Offering a variety of classes, from gentle restorative yoga to mindfulness workshops, we invite individuals of all backgrounds to participate in a lifestyle that prioritizes inner peace and physical vitality. Our wellness coaches & instructors work one-on-one with clients to develop customized wellness plans and practices, while guiding them to integrate healthier habits into their daily lives.

In our wellness studio, the goal is not just fitness but holistic transformation, helping each guest reconnect with themselves and find balance amid the demands of modern life. The SovereignTea

experience is designed to be restorative and empowering—a space where patrons feel encouraged to slow down, breathe, and be present.

At The SovereignTea Cafe, sustainability is more than a value—it's a practice woven into every element of our operation. We prioritize locally sourced ingredients, partnering with Memphis-area farmers and artisans to create a positive impact on the local economy and reduce our environmental footprint. This commitment extends to our packaging and supplies, where we emphasize eco-friendly, biodegradable materials that align with our mission of responsible stewardship.

Furthermore, The SovereignTea Cafe hosts a weekly wellness market every Sunday. This market serves as a vibrant community event, inviting patrons to connect directly with local growers and artisans, purchase fresh produce, and gain insight into sustainable food practices. Our wellness market encourages community members to participate in sustainable choices, making wellness accessible while promoting a thriving local economy.

The SovereignTea Cafe is more than just a café; it's a gathering place for a community passionate about wellness and sustainable living. Our programming includes not only wellness classes but also guest speaker events, nutrition workshops, and seasonal tea tastings. By fostering a community of like-minded individuals, we help patrons create meaningful connections and cultivate a sense of belonging. We believe in inspiring a lifestyle that goes beyond our walls, and our vision includes actively contributing to Memphis's well-being by creating a ripple effect that touches the lives of our patrons, their families, and the wider community. Our café is a place where people are welcomed, encouraged, and empowered to embark on their personal wellness journeys, whether they are seasoned health enthusiasts or newcomers eager to embrace a healthier lifestyle.

The SovereignTea Cafe is positioned to become a Memphis landmark, a symbol of a new era in wellness cafés that combines nutrition, mindfulness, and community under one roof. Our ultimate vision is to expand this model beyond Memphis, inspiring a movement of health-centered cafes and wellness studios nationwide. By prioritizing wellness, sustainability, and community, we aim to create a lasting impact on the health and happiness of every city we serve.

Through its integration of nutritious offerings, mindful practices, and sustainable values, The SovereignTea Cafe stands as a beacon of holistic health and community enrichment. It's a place where every sip, bite, and breath contribute to a balanced, vibrant life—where patrons are empowered to feel their best and inspired to lead lives filled with well-being and purpose.

## COMMERCIAL LEASE AGREEMENT

This Lease made this \_\_\_ day of \_\_\_\_\_ by and between Natasha Fontaine DBA \_\_\_\_\_ and hereinafter referred to Lessee and Zambelis -Kapos Properties, LLC (hereinafter referred to as Lessor.

WITNESSETH:

1. PREMISES. The Lessee, in consideration of the rent reserved herein to be paid to Lessor, and of the other covenants, agreements and conditions hereinafter contained, does hereby let and lease unto Lessee the premises located at 26 South Second Street, in the City of Memphis, County of Shelby, State of Tennessee, to have and to hold the above described premises on **140-142 Monroe Avenue** commencing on October 17, 2024 when Security Deposit of \$ [REDACTED] is due and Lease for three years until December 31, 2029 at the rate of [REDACTED] per month, to be used for the purpose of Herbal Teas and Pastries.

Lessee can enter to make improvements and will have until December 30, 2024 to complete.

2. RENTAL. The Lessee, in consideration of the premises and covenants and agreements herein made, hereby leases said premises for the aforementioned term and does hereby agree to pay to the Lessor or his representative, agents or assigns, as rental for said premises, the sum of [REDACTED] [REDACTED] ) to be paid in monthly installments as follows:

3. PAYMENT. The first monthly payment is due and payable upon completion of improvements no later than December 30, 2024. The remaining payments are payable in advance on the first (1st) day of each month beginning on January 1, 2025 and every month thereafter without demand or notice said demand or notice being expressly waived by Lessor. The burden of proof of payment of rent in case of controversy shall be upon the Lessee. The rent shall be payable at the principal

address of the Lessor or at such other place as the Lessor may designate. Lessee agrees to pay Lessor the sum of [REDACTED] [REDACTED] ) or [REDACTED], whichever amount is greater, on all installments of rent received by Lessor more than Five (5) Days after the due date on such installment. Lessee further agrees to pay to the Lessor a [REDACTED] [REDACTED] charge for each check deemed nonnegotiable by the Lessee bank or depository. No payment by Lessee nor receipt by Lessor or a lesser amount than the periodic rent stipulated in this lease shall be deemed other than a payment on account of the earliest rent due, nor shall any endorsement or statement on any check or on any letter accompanying any check or payment as rent be deemed an accord or satisfaction nor a waiver by Lessor or any of its rights and remedies.

Lessor may accept such check or payment without prejudice to its right to recover the balance of the rent or to pursue any other remedy provided for in this lease by law. Acceptance by Lessor of a check or payment by the Lessee of less than the amount due shall be deemed to have been accepted by the Lessor with reservation, whether or not the Lessor affixes such language to the check or negotiable instrument by the Lessee.

\*IF A PAYMENT HAS NOT MADE AFTER ONE MONTH , THE LESSOR HAS THE RIGHT TO CHANGE THE DOORS LOCKS AND ENVICT THE LESSEE.

4. LESSEE RISK. Lessee assumes sole and entire risk of any damage to any of Lessor property which may be placed in the leased premises including property in storage areas, parking areas or in any part of the property owned by Lessor, or as may be provided by Lessor, unless the cause of the damage is solely attributable to negligence on the part of Lessee. Because Lessor takes no responsibility for Lessee property. Lessee is advised to obtain insurance for personal property

against fire, theft, accident etc. (Please provide copy to Zambelis Properties)

5. INSPECTION OF PREMISES. Lessee has inspected the premises, including the fixtures, therein, and agrees that same are in good condition. Lessee shall maintain and keep property in good condition. (Lessee has agreed to accept the premise "as is") heating, air conditioning, plumbing and electrical systems serving these premises. Lessee shall keep premises and all contents therein furnished by the Lessor in good condition, together with the payment by Lessee for all repairs required to be made to said premises, including any contents furnished by the Lessor, provided such repairs result from the misuse, neglect, act or fault of the Lessee or anyone on or about the premises at the invitation of or about the Business of Lessee. Lessee shall permit and suffer no waste to be committed on said premises nor shall Lessee make any changes or alterations to the premises without the written consent of Lessor. Lessee accepts the Premises on an AS-IS basis acknowledging that Lessor has no obligation to make any improvements Or alterations to the premises. Lessor takes care of outside of building maintenance and Lessee takes care of inside, with exception of signage, which Lessee takes care of.

6. PEACEFUL & PROPER POSSESSION. Lessee agrees that occupancy shall be peaceful and proper. Should anyone on or about the premises at the invitation or sufferance of the Lessee or the Lessee, himself, create a nuisance or disturbance of any nature or in any manner disturb the tranquility and peaceful occupancy of the other tenants or neighbors, than the Lessor may, at its option, declare same a breach of the covenants and conditions on this agreement.

7. SUBLETTING. This lease shall not be assigned nor shall the premises be sublet or transferred in any fashion by the Lessee without the prior written consent of the Lessor.

8. RIGHT OF ENTRY & REPAIRS. Lessor reserves and the Lessee grants to The Lessor the right for the Lessor, its agents, janitors, watchmen, employees and

representatives (including any pest control service or other repair service employed by Lessor) to enter said premises at any time with or without notice to Lessee for the purpose of dealing with any emergency and with reasonable notice in order to perform maintenance or inspections. It is expressly understood and agreed that no one has authority to bind the Lessor to make any repairs of any nature to the premises.

9. EMINENT DOMAIN OR DAMAGE. In the event of a condemnation of the premises under the power of eminent domain or by taking under such power of a part thereof substantial enough, in the opinion of Lessor, to terminate the continuance of the lease, then and in such event, the term of this lease shall cease when possession by the party executing such power is taken. Lessee recognizes that the Lessee shall have no rights of any nature in the damages awarded for the taking of such property. In the case of partial or total destruction or injury to the premises by fire, or other casualty. Lessee shall repair the same with reasonable dispatch after notice to him of such destruction or injury. In the event the premises are, in the Lessor's opinion, rendered totally untenable by fire, or other casualty, then at the Lessor's option, the term hereby granted shall cease and the rent shall be paid up to the date by the Leasee of such injury or damage with no further liability to Lessor.

10. WAIVER BY LESSOR. In the event Lessor, at its option, agrees to a waiver of any of the terms and conditions recited herein, such a waiver shall not for any purpose be construed as a waiver of any succeeding breach of the same or any terms or other conditions of the lease. It is agreed that any continued acceptance of Lessee's rent later than the date it becomes due shall not be considered or relied upon by Lessee as a ground or reason for expecting any indulgence, no matter how often repeated nor how long continued, be treated as a waiver of Lessor right to declare a forfeiture of this lease or to exercise its right of re-entry for non-payment of rent when due nor its right to enforce such a forfeiture

by a suite of unlawful detainer or other appropriate legal proceeding nor of any other right which Lessor has under the terms of this lease.

11. COST OF COLLECTION. In the event that it is necessary for Lessor to employ an attorney or collection agency to enforce any provision of this lease or if the Lessor incurs any expense in the exercise of its rights hereunder. Lessee agrees to pay all reasonable attorneys' fees, charges made by collection agencies, expenses and court costs.

12. SECURITY DEPOSIT. Lessee hereby tenders as a security deposit with Lessor the sum of [REDACTED], due upon signing this Lease, which is to be deposited by Lessor in a secured account. Lessor shall hold such security deposit without liability for interest and it is expressly understood that said Lessee should not consider security deposit an advance payment of rental or a measure of Lessee's damages in case of default. This security deposit is made for the faithful performance by Lessee of all the terms, conditions and covenants of this lease agreement and for the return of the premises and personal property as required herein, as well as to indemnify Lessor for any costs or expenses to which Lessor may be put by reason of any default as aforesaid by Lessee. Upon default of any terms and conditions of this lease. Lessor may, at its election and in accordance with law, retain the same as liquidated and agreed upon damages or apply same against actual damages sustained. It is understood by Lessee that the aforesaid deposit is not refundable if Lessee should fail to occupy the premises after execution of this instrument. This deposit is to be applied toward any damages to the leased premises above normal wear and tear, for funds owed to the Lessor for unpaid rent and other charges where permitted by law; and to refurbish the



premises if it is in a condition considered to be above that of normal wear and tear in order to obtain a new tenant for the premises. If Lessee vacates prior to the end of the lease term, damages are to include, but are not limited to, repainting part or all of the premises, cleaning the carpet and such other incidentals as may be required for the releasing of the premises.

In the event that no damage above normal wear and tear has been sustained and no rent is due on the premises, then said sum shall be returned if the Lessee returns the premises clean and in good condition. If Lessee transfers its interest in the premises during the term of this Lease, Lessor may assign the security deposit to the transferee and thereafter Lessor shall have no further liability for the return of such security deposit.

13. NO PETS OR ANIMALS. Lessee shall not, at the commencement of this lease or any time during the term of this lease, have the right to have any pet or live animals of any nature in or about the premises without the express written consent of the Lessor. In the event this consent is granted, then immediately upon the grant of such consent Lessee shall tender a pet deposit to Lessor.

14. ABANDONMENT. In the event Lessee vacates the premises for any reason prior to the expiration of this lease or any extension of same, the Lessee agrees to pay to the Lessor any and all rent due on the remaining term of the rental agreement and damages and other obligations of the Lessee and to reimburse the Lessor for any and all expenses incurred to redecorate and refurbish the premises above normal wear and tear in order to obtain a new tenant for said premises.

15. VERBAGE. Any use of the singular shall be construed as plural where applicable, and any use of the masculine gender shall be construed as the feminine or neuter gender where applicable and vice versa.

16. DEFAULT. If default occurs in payment of rent by Lessee, notice of nonpayment and demand for payment are expressly waived. In case of default of any covenants and conditions or in the keeping or complying with any covenants and conditions under this lease and notwithstanding Lessee may not be in default

in payment of rent, it shall be lawful for Lessor to re-enter and take full and obsolete possession of the premises and to expel, remove and put out Lessee or any other occupant of the premises. Lessee hereby expressly waives all rights to demand and notice by Lessor of Lessor's election to re-enter the premises. In the event Lessor removes personal property of Lessee from premises. Lessor will not be held liable for this action in any way.

17. HOLD HARMLESS. To save and hold the Lessor harmless from violations of the laws of the United States, of the State of Tennessee, and otherwise and laws of the City of Memphis. Lessee shall hold Lessor harmless against all damages, accidents and injuries to person (including family, employees, and guests) or property caused by or resulting from or in connection with the use and occupancy of the premises or things in and about the premises during the term of this lease or while Lessee is occupying same. Lessee indemnifies and saves Lessor harmless of and from all fines, suits, claims, demand and action of any kind (including expenses and attorney's fees) by reason of any breach, violation, or non-performance of any condition hereof, including failure to abide by the rules of the Building, or any act or omission on the part of Lessee, its agents, invitees, or employees.

18. HOLDOVER CLAUSE. In the event the tenant stays after the lease ends, the lease becomes a month to month for all parties in the lease.

19. INCREASED PREMIUMS. Lessee will not allow anything to be or remain about the premises, which will invalidate any policy of insurance, which Lessor may now have or hereafter have upon said building. Lessee will not allow anything to be or remain about the premises, which may render an increase or extra premium payable for the insurance of the premises. In the event an increase in insurance premium is realized due to the nature of the Lessee's business. Lessee shall be responsible for such increase.

20. RIGHT OF SHOWING & REPAIRS. The Lessor reserves the right during the term of this lease, to enter premises at reasonable hours to show the same to others who may be interested in renting or buying the property, and for the purpose of inspecting the premises and to make such repairs as Lessor may deem necessary for the protection and preservation of the property; but Lessor is not bound to make any repairs whatever and any repairs undertaken is at the option of the Lessor and shall not be held to establish a practice, custom or obligation to make any repairs; nor to be held liable for the stoppage of or damage from water, sewer, gas, or drain pipes by reason of freezing, or any other cause or obstruction, nor for failure to provide heat, air conditioning, utilities, nor for any other defects about the building and premises, the Lessee having examined the same and being satisfied therewith, but should any of the aforesaid matters and things occur during the term of this lease, or while the Lessee is occupying the premises, then the Lessee shall remedy the same promptly at the Lessee's expense unless Lessor by written agreement undertakes to do the same. Lessee shall maintain and keep in good repair the heating, air conditioning and plumbing systems serving the demised premises.

21. FIRST LIEN. A first lien is hereby expressly reserved by the Lessor and granted by the Lessee upon the terms of this lease and upon all interest of the Lessee in the leasehold for the payment of rent and for the satisfaction of any Cause of action or claim which may accrue to the Lessor by the provisions of this instrument. A first lien is also expressly reserved by the Lessor and granted by the Lessee upon all fixtures, furniture, goods, wares, merchandise, buildings, improvements, store fixtures, water fixtures, gas fixtures, signage and all other fixtures erected or put in place or that may be erected or put in place by or through the Lessee or other occupants for the payment of rent and also for the

satisfaction of any causes of action or claims which may accrue to the Lessor by the provisions of this lease.

22. DELIVERY OF POSSESSION. It is agreed by the parties hereto that in the event the Lessor is not able to deliver possession of the within leased premises as herein provided that the said Lessor shall not be liable for any damage for failure to make delivery or in any other manner for loss.

23. HEIRS, ETC. It is hereby covenanted and agreed between the parties hereto that all covenants, agreements, and undertakings in this lease contained shall extend to and be binding on the respective heirs, executors, administrators, successors, and assigns of the respective parties hereto the same as if they were ' in every case named and expressed.

24. PESTS. The Lessee assumes the responsibility of keeping the premises free of infestation of roaches, water bugs, rodents, moths, and assumes the risk of all damages therefrom; and Lessor shall not be liable or responsible for damages or injury to the furnishings, wearing apparel or personal belongings of the Lessee or other occupants of the premises from such sources.

25. TERMINATION. It is further agreed that in the event the Lessor terminates this lease for any reason herein set forth that the said termination shall not relieve the Lessee of any liability to the Lessor for failure to fulfill, perform, or observe the obligations, agreements, and covenants imposed on the said Lessee by this contract, and that the said Lessor shall at any time after the termination of this lease have the right of action against the said Lessee, his heirs, successors, or assigns for any breach of his contract.

26. RULES & REGULATIONS. The Lessor reserves the right to make such reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the premises, and for the preservation of good order therein.

27. UTILITIES. Lessee agrees to be responsible for the payment of all utilities For the leased premises and put in their name and kept in current payment. 142 Monroe.

28. PEACEFUL & PROPER POSSESSION. That the premises and all buildings and improvements thereon shall during the term of this lease be used only and exclusively for lawful and moral purposes, and no part of the premises or improvements thereon shall be used in any manner whatsoever for any purpose in violation of the laws of the United States, the State of Tennessee, or otherwise and laws of the City of Memphis that are enforced. In addition, no alcoholic beverages are permitted to be consumed on or about the premises.

The roofs, or other exterior portions of the premises or of any building or other improvements now or hereafter erected on the premises. Lessee may upon written consent of Lessor advertise his business on same.

30. GOING BUSINESS. The Lessee hereby further covenants that a going business shall be conducted in the within leased premises throughout the full term of this lease.

31. ROOF. Lessor agrees to keep the roof of leased premises in good repair provided the need of repair is not caused by the acts of Lessee, but Lessor shall not be held or deemed liable for any damages to Lessee because of roof leaks. Lessor will use reasonable diligence to correct roof leaks. All other repairs to the premises to be made by Lessee at Lessee's expense.

32. SIGNAGE. Lessee may, at his expense install a sign, such sign to be uniform with the aesthetics of the building and other installed signs and MUST be approved by Lessor. Consent to the installation of such sign by Lessor shall not be unreasonably withheld.

33. LIABILITY INSURANCE. Lessee shall provide adequate liability insurance on the premises, in an amount for no less that \$500,000.00. Such

liability insurance to list Lessor as additionally insured under the policy. Upon request. Lessee will promptly furnish Lessor with copy of said policy with paid receipt. \* IF YOU WILL BE BURNING CANDLES WITHIN THE FACILITY OR USING FIRE OF ANY KIND, YOU MUST CARRY MORE INSURANCE THAN \$5,000,000.00.

34. TRANSFER ASSIGNMENT. Lessor shall have the right to transfer and assign in whole or in part all and every feature of its rights and obligations hereunder and in the Building and promptly referred to herein, such transfers or assignments may be made either to a corporation, partnership, trust, individual or group of individuals, and, howsoever made, are to be in all things respected and recognized by Lessee.

35. DEFAULT. The following shall be deemed to be events of default under this Lease:

- (a) Lessee shall fail to pay when due any installment of rent or any other payment required pursuant to this Lease;
- (b) Lessee shall abandon any substantial portion of the Premises;
- (c) Lessee shall fail to comply with any term, provision or covenant of this Lease, other than the payment of rent and the failure is not cured within ten (10) days after written notice to Lessee;
- (d) Lessee shall file a petition or be adjudged bankrupt or insolvent under the National Bankruptcy Act, as amended or any similar law or statute of the United States or any state; or a receiver or trustee shall be appointed for all or Substantially all of the assets of Lessee; or Lessee shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors;
- (e) Lessee shall do or permit to be done any act, which results in a lien being filed against the premises.

36. DEFAULT REMEDIES. Upon the occurrence of any event of default set forth

in this Lease Agreement, Lessor shall have the option to pursue any one or more of the following remedies without any notice or demand. All remedies listed below must be in accordance with the State of Tennessee statute, which requires proper FED procurement and writ of possession.

(a) Terminate this lease, in which event Lessee shall immediately surrender the Premises to Lessor, and if Lessee fails to surrender the Premises, Lessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises without being liable for prosecution of any claim for damages. Lessee agrees to pay on demand the amount of all loss and damage which Lessor may suffer by reason of the termination of the Lease under this subparagraph whether through inability to relet the Premises on satisfactory terms or otherwise;

(b) Enter upon and take possession of the Premises, and Lock-out, expel or remove Lessee and any other person who may be occupying all or any part of the Premises without being liable for any claim for damages, and relet the Premises on behalf of Lessee and receive directly the rent by reason of the reletting. Lessee agrees to pay Lessor on demand any deficiency that may arise by reason of any reletting of the Premises; further. Lessee agrees to reimburse Lessor for any expenditures made by it for remodeling or repairing in order to relet the Premises;

(c) Enter upon the Premises, without being liable for prosecution of any claim for damages, and do whatever Lessee is obligated to do under the terms of this Lease. Lessee agrees to reimburse Lessor on demand for any expenses which Lessor may incur in effecting compliance with Lessee's obligations under this subparagraph caused by the negligence of Lessor or otherwise.

37. PROPERTY TAX. In the event that county or city taxes should be adjusted on this property, Lessee realizes that such an increase based on his pro rata occupancy of the building will be realized as an increase in Lessee's rent. Said annual increase in tax to be divided by twelve and added to Lessee's monthly rental payment.

38. RESERVATION. No receipt of money by Lessor from Lessee after the termination of this Lease, or after commencement of any suite, or after final judgment for possession of the Premises shall reinstate continue or extend the term of this Lease or affect any such notice, demand or suit.

39. ALTERATIONS. Lessee will not make any changes, alterations, or additions about the said building or premises without first obtaining written consent of the Lessor and in no event to do anything that shall weaken the building or structure now on or that may hereafter be erected on the premises.

40. INTEREST ON DELINQUENT PAYMENTS. Moneys owed to Lessee shall, after due date, bear interest at the maximum legal rate.

41. ILLEGALITY. Should any one or more of the provisions of this agreement be determined to be illegal or unenforceable, all other provisions, nevertheless, shall remain effective and binding on the parties hereto.

42. PLATE GLASS. To carry adequate plate glass insurance on all plate glass on the premises in a company satisfactory to the Lessor with loss clause payable to the Lessor.

43. RENTAL PAYMENTS. Security Deposit and all rental payments shall be directly deposited monthly to:

████████████████████

██

██

██

It is expressly understood and agreed by and between the parties hereto that this Lease and any riders attached hereto forming a part hereof set forth all the promises, agreements, conditions and understandings between Lessor or his agent and Lessee relative to the leased premises, and that there are no other promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. It is further understood and agreed that no subsequent alteration, amendment, change or addition to this Lease shall be



binding upon Lessor or Lessee unless reduced to writing and signed by them, and by direct reference therein made a part hereof.

IN TESTIMONY WHEREOF, the above named Lessor and Lessee have executed this and two other original instruments of identical tenor and date, on the day and year set forth in Clause 1 this Lease.

THE SIGNATURE OF LESSEE ACKNOWLEDGES THAT LESSEE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS LEASE.

IN TESTIMONY WHEREOF, the parties have affixed their signatures the date and year above written.

By: **Kathy Zambelis**

Lessor: Kathy Zambelis – 10/15/24

Kathy Zambelis, Property Manager for  
Zambelis-Kapos Properties, LLC

Leesee: \_\_\_\_\_ Date \_\_\_\_\_

Doing business as: