



THE CAUBLE GROUP

— REAL ESTATE —

July 19, 2018

RE: BAKER'S SQUARE
123 MAIN STREET, SUITE 101
NASHVILLE, TN 37206

Dear William,

Per our recent conversations with **Accountant's Choice, LLC**, regarding the above referenced property, we hereby submit the following Letter of Intent to enter into a Lease Agreement (the "Lease") for the above referenced property under the following terms and conditions.

- 1. RESPONSE DUE DATE:** Please provide your response via an electronic proposal to

The Cauble Group
% Tyler H. Cauble
1301 Dickerson Pike
Nashville, TN 37206
Tyler@TheCaubleGroup.com

no later than July 20th at 5:00 P.M. Proposal to include project schedule, title warranty, scope of work, amortization schedule, preliminary space drawing and site plan.

- 2. PREMISES:** Approximately 1,400 square feet inline ("Premises"), Suite 101 of 123 Main Street ("Shopping Center").
- 3. TENANT:** An entity to be determined, d.b.a. Accountant's Choice, LLC.
- 4. LANDLORD:** Name:
Type of Owner:
Contact Person:
Address:
Telephone:
E-mail:
- 5. USE:** General accounting office and related use

- 6. TERM:** Five (5) years, with one (1) renewal option of five (5) years, exercisable upon not less than One Hundred Eighty (180) days prior written notice to Landlord.
- 7. BASE RENT:** The minimum annual rent will be as follows, payable annually:

Years 1-5: \$24.00 PSF

Renewal Option: Base Rent of year's 1-5 with a 10% annual increase
- 8. CAM, TAXES & INSURANCE:** In addition to the base rent, Tenant will pay as additional rent Tenant's proportionate share of common area maintenance expenses, property taxes and insurance. Such costs are currently estimated at \$6.00 per square foot per year. Annual controllable Common Area Maintenance shall not increase more than five percent (5%) per year.
- 9. SECURITY DEPOSIT:** 1 months' rent to be held as security deposit. Additionally Tenant shall submit to Landlord at lease execution the first month's rental payment.
- 10. POSSESSION DATE:** Upon full execution of a Lease.
- 11. ASSIGNMENT & SUBLETTING:** Tenant shall have the right to assign or sublease all or any portion of the Premises during the initial term and any renewal term without consent of the Landlord, to (i) any entity resulting from a merger, consolidation or transfer, (ii) any entity succeeding in the business and assets of Tenant; or (iii) any subsidiary or affiliate of Tenant. Any other assignment or sublease may be made with the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed.
- 12. RENT COMMENCEMENT DATE:** Tenant's obligation to pay rent will commence the earlier of One Hundred Twenty (120) days after the date Landlord delivers possession of the Premises to Tenant or the date Tenant opens for business.
- 13. PENALTY:** **INTENTIONALLY OMITTED**

- 14. PERSONAL GUARANTEE:** Tenant shall personally guarantee the Lease and is subject to Landlord's further review of current financials. Please provide guarantors financials
- 15. RELOCATION CLAUSE:** INTENTIONALLY OMITTED
- 16. CONSTRUCTION ALLOWANCE:** Landlord shall pay Tenant for its actual out-of-pocket costs to develop, construct and fixturize Tenant's store in the amount of ten dollars (\$10.00) per square foot. Tenant Allowance to be paid within thirty (30) days of Landlord's receipt of invoice from Tenant accompanied with all lien waivers.
- 17. LANDLORD'S WORK:** None. Landlord shall provide all MEP in good working order.
- 18. SIGNAGE:** Subject to prior approval by city and Landlord, Tenant shall be permitted to install standard Accountant's Choice décor and trade fixtures within the Premises and standard Accountant's Choice signs on the building .
- 19. CONDITIONS:** N/A
- 20. LEASE AGREEMENT:** Following the execution of this letter of intent, Landlord will prepare a lease agreement setting forth the terms, covenants, representations, warranties and conditions contained herein. Additionally, Landlord and Tenant will, in good faith, make every effort to fully execute a lease within 14 days of Tenant's receipt of Lease Draft.
- 21. EXCLUSIVE:** Landlord shall not sell, sublease or otherwise operate or permit to operate on any out parcel or in line space an accounting firm.
- 22. DRAWINGS:** So long as in the Landlord's possession, Landlord will provide a set of CAD files for entire set of shell building drawings, including cover sheet, architectural, site plan, structural, mechanical, plumbing and electrical.

23. MAINTENANCE: Landlord shall maintain and repair the common areas, roof, exterior walls, foundations, and keep structural parts of the demised premises in good condition at Landlord's sole cost and expense. Except as provided above, Tenant shall be responsible for all other maintenance and repairs related to the Premises. Landlord reps and warrants that all mechanical, electrical, and plumbing systems are in fine working order.

24. Parking: "AS-IS"

25. NON-BINDING EFFECT: Landlord and Tenant acknowledge that neither this letter of intent nor any prior or subsequent course of conduct or dealing between the parties is intended to create or constitute any legally binding obligation on the parties hereto, and neither party hereto shall have any obligation or liability to the other party whatsoever at law or in equity (including any claims for contractual breach, detrimental reliance, promissory estoppels or otherwise, unless and until such time as both parties shall have executed and delivered a lease (and then only in accordance with the terms of such lease).

26. REAL ESTATE COMMISSIONS: Landlord and Tenant acknowledge that Tyler Cauble, The Cauble Group, is acting as Tenant's exclusive broker representative. Landlord shall pay Tenant's broker a 4% commission in connection with this transaction. 50% due upon Lease execution and 50% upon rent commencement.

AGREED TO AND ACCEPTED:

Landlord:

BY:

DATE:

Tenant:

BY:

DATE:

