

**IN THE TENNESSEE PUBLIC UTILITY COMMISSION  
AT NASHVILLE, TENNESSEE**

**IN RE:** )  
 )  
**PETITION OF ISHA FOUNDATION, INC.** )  
**FOR DECLARATORY JUDGMENT** ) **DOCKET NO. 26-00034**  
 )  
 )

---

**CONSUMER ADVOCATE’S SECOND DISCOVERY REQUESTS  
TO ISHA FOUNDATION, INC.**

---

This Second Set of Discovery Requests is hereby served upon ISHA Foundation, Inc (“ISHA” or the “Company”), pursuant to Rules 26, 33, 34 and 36 of the Tennessee Rules of Civil Procedure and Tenn. Comp. R. & Regs. 1220-01-02-.11. The Consumer Advocate Division of the Tennessee Attorney General’s Office (“Consumer Advocate”) requests that full and complete responses be provided pursuant to the Tennessee Rules of Civil Procedure. The responses are to be produced at the Office of the Tennessee Attorney General and Reporter, Consumer Advocate Division, 500 Dr. Martin L. King Jr. Blvd., Nashville, Tennessee 37243, c/o Shilina Brown, Esq., on or before July 7, 2026, by 2:00 p.m. (CDT).

**PRELIMINARY MATTERS AND DEFINITIONS**

This Second Set of Discovery Requests incorporates by reference the same Preliminary Matters and Definitions as outlined in the Consumer Advocate’s First Discovery Request to ISHA, are to be considered continuing in nature, and are to be supplemented from time to time as information is received by the Company which would make a prior response inaccurate, incomplete, or incorrect.

## SECOND SET OF DISCOVERY REQUESTS

- 2-1.** Identify the contractor that is building the drinking water treatment plant and distribution system for ISHA. Please provide a copy of the contractor’s license and license designation issued by the State of Tennessee’s Department of Commerce & Insurance.

### **RESPONSE:**

- 2-2.** In response to Consumer Advocate’s DR 1-4, ISHA stated that it was not currently expanding and developing the necessary amenities for a city. Reconcile why ISHA’s website states that it “is currently expanding and developing the necessary amenities for a thriving city.” [Living Isha | Isha Sadhguru](#). (Exhibit A)

### **RESPONSE:**

- 2-3.** In response to the Consumer Advocate’s DR 1-8, ISHA stated that there will be no charge to Lessees for water at the homesites on Isha Yogi Golf. However, in an email dated April 28, 2026, from Henry Walker, attorney for ISHA to Shilina Brown and Ryan McGehee, attorneys with the Consumer Advocate Division (Exhibit B), ISHA provided a sample 99-year lease agreement for the future ISHA development called “Kamala.” (Exhibit C). Mr. Walker indicated in the email to Ms. Brown and Mr. McGehee that the 99-year lease agreement for the lot in the Yogi Golf development would be similar to the sample 99-year lease provided for the Kamala development.

- (a) Refer to the sample 99-year Lease Agreement, p. 2, para. 4(d) which states that it is the obligation of the Lessee to pay certain annual assessments, special

assessments, and/or utility charges levied by the association. Provide further explanation and reconcile that if ISHA does not intend to charge for water, why does the sample 99-year lease agreement indicate that utility charges will be levied by the association?

- (b) Refer to the sample 99-year Lease Agreement, p. 2, para. 4(g) which states that the Lessee shall promptly pay all utility charges levied by the Association. Provide further explanation and reconcile that if ISHA does not intend to charge for water, why does the sample 99-year lease agreement indicate that the Lessee will promptly pay all utility charges levied by the association.
- (c) Refer to the sample 99-year Lease Agreement, p. 2, para. 4(h) which states that the Lessee shall be responsible for any utility charges levied directly by any utility service provider for the Premises. Provide further explanation and reconcile that if ISHA does not intend to charge for water, why does the sample 99-year lease agreement indicate that the Lessee will be responsible for any utility charges levied by any utility service provider for the Premises.
- (d) Refer the sample 99-year Lease Agreement, p. 2-3, para. 6 and 6(a) which states that Lessee shall be responsible for all utility charges fees, or assessments charged by a third-party utility company, the Association, or an Isha utility relative to all utility service for the Premises and payment of such charges is due within 15 days of receipt of the invoice and failure to pay will result in additional fines or termination. Provide further explanation and reconcile that if ISHA does not intend to charge for water, why does the sample 99-year lease agreement indicate that the Lessee shall be responsible for all utility charges fees or assessments charged by a

third party utility company, the Association or an Isha utility relative to all utility service for the Premises and payment of such charges is due within 15 days of receipt of the invoice and failure to pay will result in additional fines or termination.

**RESPONSE:**

2-4. Refer to Consumer Advocate's DR 1-8, 1-30 and 1-31 and the Company's responses where ISHA states there will be no charge for water service and the expense of providing water service will be absorbed by ISHA.

(a) How will ISHA generate the capital to fund and/or finance a water system sourced by well water?

(b) How will ISHA recover the revenue to fund or finance the provision of water service to future residents of the Yogi Golf development?

**RESPONSE:**

2-5. In response to the Consumer Advocate's DR 1-10, ISHA stated there was one affiliated entity, September Bloom, Inc., that is a wholly owned subsidiary of ISHA and was created to handle construction and development on the ISHA Site.

(a) Provide the General Contractor License for September Bloom, Inc.

(b) Provide a detailed list of all projects September Bloom, Inc. is handling to provide water services at ISHA Yogi Golf.

**RESPONSE:**

**2-6.** In response to the Consumer Advocate’s DR 1-13, ISHA stated that the golf course and streets of the ISHA Yogi Golf are currently under construction. Identify the contractor that is constructing the golf course and streets.

**RESPONSE:**

**2-7.** In response to the Consumer Advocate’s DR 1-16, provide a map that identifies in detail what areas WCUD currently provides water service to ISHA. Additionally, indicate on the map the project area where ISHA intends to utilize wells for water to serve future residents.

**RESPONSE:**

**2-8.** Refer to the Company’s Response page 7 in Exhibit C to the Consumer Advocate’s DR 1-25 and respond to the following:

- (a) Does WCUD provide water service to the Isha Institute of Inner-sciences?
- (b) Does WCUD provide water service to the Ashram Ecosystem/main Ashram premises?
- (c) ISHA has represented that the main Ashram premises are “near” the Yogi Golf project. What is the distance?
- (d) Provide addresses for the ISHA facilities that are served by WCUD.

**RESPONSE:**

**2-9.** The provision of water for ISHA through wells will entail investment and TDEC oversight.

a. How does ISHA plan to recover the investments and expenses from future infrastructure improvements and recurring regulatory compliance expenses for the provision of water?

b. What percentage of the cost will be allocated to future residents?

**RESPONSE:**

**2-10** Admit or Deny that TPUC has the authority pursuant to Tenn. Code Ann. §65-4-117(a)(4), to *“ascertain and fix adequate and serviceable standards for the measurement of quantity, quality, pressure, voltage, or other condition, pertaining to the supply of the product, or service rendered by any public utility, and to prescribe reasonable regulations for examination, test and measurement of such product or service.”*

**RESPONSE:**

**2-11** What steps has ISHA undertaken to ensure the quality of service of its proposed water systems?

**RESPONSE:**

RESPECTFULLY SUBMITTED,



---

**SHILINA BROWN (BPR No. 020689)**

Senior Assistant Attorney General

**RYAN MCGEHEE (BPR No. 025559)**

Assistant Attorney General

Office of the Tennessee Attorney General

Consumer Advocate Division

P.O. Box 20207

Nashville, Tennessee 37202-0207

Phone: (615) 741-2357

Email: [Shilina.Brown@ag.tn.gov](mailto:Shilina.Brown@ag.tn.gov)

Email: [Ryan.Mcgehee@ag.tn.gov](mailto:Ryan.Mcgehee@ag.tn.gov)

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was served via electronic mail, and upon request via U.S. Mail, upon:

Henry Walker, Esq.  
Bradley Arant Boult Cummings LLP  
1221 Broadway, Suite 2400  
Nashville, TN, 37203  
Email: [hwalker@bradley.com](mailto:hwalker@bradley.com)

This the 29<sup>th</sup> day of June 2026.



---

**SHILINA BROWN**  
Senior Assistant Attorney General

# EXHIBIT A



## Living Isha

It is Sadhguru’s vision that the Isha Institute of Inner-sciences becomes a powerful space for raising human consciousness. Nestled in the natural beauty of the Cumberland Plateau in Tennessee, Isha Institute offers the unique opportunity of living in a vibrant and energized space while pursuing a profound spiritual process under the guidance of a living master.

- Experience the power of consecrated spaces
- Live in intimacy with nature and the elements
- Discover the fulfillment of volunteering
- Be inspired by a supportive and inclusive Sangha
- Live your life to its fullest potential

To support all those who wish to live their lives in a consecrated space, Isha Institute is currently expanding and developing the necessary amenities for a thriving city. Whether one wishes to be here full-time or part-time, bring family, or work remotely, a variety of accommodation options are available.

If you are interested in learning more about Living Isha, please fill out the interest form.

[Interest Form](#)

## Isha Kamala

- Residential development nestled in a natural setting
- Lot Lease for 99 Years
- Can be sold to a meditator or transferred including children
- Choose from 10+ model home options
- Townhomes are planned for future development
- 1/3-, 1/2-, and 1-acre lots available.
- Flexibility with visitors and pets

[How to Apply](#)

## Apartments

- Ten-minute walk to AdiYogi: The Abode of Yoga, near activity center, hiking trails, and vegetable garden
- Lifetime accommodation (includes spouse)
- 1-bedroom (618 sq ft) and 2-bedroom (917 sq ft)
- Includes full kitchen, balcony, an elevator, option for high-speed internet, and access to wholesome ashram meals
- Children and parents of applicants are also welcome to stay full-time as long as the primary resident is present

[Apartment Details](#)[How to Apply](#)

## Studios

- Situated in the heart of the ashram; near AdiYogi: The Abode of Yoga, Mahima, and Biksha dining halls
- Lifetime accommodation (includes spouse)
- Standard studio is approximately 376 square feet, and the Deluxe Studio is approximately 472
- Access to wholesome ashram meals
- Children and parents of applicants are also permitted to stay full-time as long as the primary resident is present

[Studio Details](#)[How to Apply](#)

## Priority Deposit

Living Isha is now accepting priority deposits for studios, apartments, and lots as part of Phase III. By making a refundable priority deposit, you'll secure an early place in the selection process. Priority is determined by the date and amount of your deposit, giving you the opportunity to choose your preferred unit or lot before general allocation begins.



Keep me updated: To receive updates as new accommodations and options become available, please fill out this [Interest Form](#).

Attend a webinar: Learn about life at Isha Institute and ask your questions at our informational [webinars](#):

- 2nd Thursday of every month, 8:00 PM CST, to register please use: [Living Isha Webinars](#)
- 4th Sunday of every month, 7:00 PM CST, to register please use: [Living Isha Webinars](#)

Speak with a Living Isha Volunteer: If you would like to speak directly with a member of the Living Isha team please send an email to [yogicity@ishausa.org](mailto:yogicity@ishausa.org) or call +1 (931) 444-3795 between 9:00 AM and 9:00 PM CT.

Book a Visit: To book a visit at Isha Institute please [RSVP here](#). You can also find more information on the [Isha Institute website](#).

Tours: Guided tours happen every Saturday and Sunday at 3:15 PM CT. Tours include visiting a two-bedroom apartment, a house, and a view of the Isha Kamala land site. [Please RSVP here](#)

All those who wish to live under Sadhguru's grace and guidance are invited to explore and experience the thriving and profound spiritual environment of Isha Institute.

## Related Content

Article

### On the Verge of Something Great - Foundation Stone...

The Isha Institute of Inner Sciences in the US marked yet another milestone on May 19th as Sadhguru led a ceremony that laid the foundation stone for Mahima, the 33,000-square-foot dome that will be the

May 21, 2008



Article

### A Profoundly Mystical Amalgamation -...

The momentum that has been building for almost three years now swelled to a crescendo on 7 November 2008 when Mahima, the 39,000 square foot meditation hall that will be the center

Nov 7, 2008



Article

### Days Full of Life - Satsang with Sadhguru at the IIIS,...

Over 500 people filled the Mahima dome at the Isha Institute of Inner Sciences on Monday, June 16th, for the one-day "In the Presence of the Master" Satsang with Sadhguru.

Jun 15, 2009





[Miracle of Mind](#)

[Blog](#)

[Music](#)

[Media & Press Releases](#)

[Yoga](#)

[Sadhguru Exclusive](#)

[Sadhguru Academy](#)

[Isha Home School](#)

[Sanskriti](#)

[Isha Life](#)

[Isha Health Solutions](#)

[Project Samskriti](#)

[Careers](#)

### Subscribe

Join 1.2 Million people from around the world, get wisdom articles delivered in the mailbox for free.

[Subscribe Now](#)

### Contact Us

USA

Isha Institute of Inner Sciences (USA)

[support.ishafoundation.org](mailto:support.ishafoundation.org)

### Other Centres

[Download Sadhguru App](#)

[Find us on Social Media](#)

[All Social Media Handles](#)

# EXHIBIT B

**Shilina B. Brown**

---

**From:** Walker, Henry <HWALKER@bradley.com>  
**Sent:** Tuesday, April 28, 2026 3:50 PM  
**To:** Shilina B. Brown; Ryan McGehee  
**Cc:** Karen H. Stachowski; Kevin C. Stevens  
**Subject:** 99 year lease  
**Attachments:** Isha Kamala agreement KCS redline v.2 (12-22-25).docx

Shalina,

Here you go.

This is all they have at this time. No one has yet signed a lease for the Yogi Golf development but here is a 99-year lease that was drafted by ISHA's lawyer Kevin Stevens (my co-counsel in this matter ) for use in another, future ISHA development called " Kamala." Once the Yogi Golf development gets underway, the lease for a lot in that development will likely be very similar to this one.

I talked to Kevin and the client today and they said that when this lease was drafted, ISHA did not know if the Warren County Utility District or ISHA was going to provide water service to the residents in the Kamala development or how the Commission might rule on the landlord/tenant issue. Note that the lease requires the lessee, not the lessor, to pay utility charges ( see Section 4(h) and Section 6). Kevin explained that this language will be changed depending on how the Commission rules on the question of whether a landlord providing utility service to a tenant at no additional charge should be classified as a "public utility."

Of course, the landlord issue won't even come up if the Commission finds that---as I have argued in the petition--- the Commission has no jurisdiction over the provision of water service inside the service area of a utility district unless the county mayor finds that another provider is needed,

Henry

**Henry M. Walker**  
Partner | Bradley  
[hwalker@bradley.com](mailto:hwalker@bradley.com)  
d: 615.252.2363

---

Confidentiality Notice: This e-mail is from a law firm and may be protected by the attorney-client or work product privileges. If you have received this message in error, please notify the sender by replying to this e-mail and then delete it from your computer.

# EXHIBIT C

**2025 ISHA KAMALA LOT LEASE  
AGREEMENT PHASE I (2025  
KAMALA AGREEMENT PHASE I)**

This 2025 Isha Kamala Lot Lease Agreement Phase I (2025 Kamala Agreement Phase I or “Lease”) is entered into by and between Isha Foundation, Inc. (“Isha” or “Lessor”), a Tennessee non-profit corporation and \_\_\_\_\_ (“Lessee”) this day of \_\_\_\_\_, 20\_\_\_\_.

In consideration of the representations, warranties, covenants, and agreements hereinafter set forth, and for other good and valuable consideration, the receipt of which is acknowledged by the parties (i.e., Isha and Lessee), the parties agree as follows:

1. Description of Property. This Lease is for Lot number \_\_\_\_ (the “Premises” or the “Lot”) in the Isha Kamala Subdivision Phase I (the “Subdivision”), according to the preliminary plat attached hereto as Appendix A. Said Lot is located on a larger parcel of land situated in the Fourth Civil District of Van Buren County, Tennessee. This Agreement is limited to Lot \_\_\_\_\_ and common area specifically shown on Appendix A and does not provide Lessee with access to other areas in the subdivision or other Isha Properties.
2. Term of Lease. The term of this Lease shall be for 99 years, commencing as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. In the event of any holdover after the lease term expires without the execution of a new lease, Lessee shall be a tenant at will on a month – to – month basis.
3. Non-refundable Deposit. Upon execution of this Lease, Lessee shall pay a nonrefundable deposit to Isha in the amount of \$\_\_\_\_\_. Any deposit paid pursuant to the Isha Kamala Priority Deposit, to the extent applicable, shall be applied to the Lease Fee.
4. Lease Fee. The Lessee agrees to pay \_\_\_\_\_ for the Lease (the “Lease Fee”), which shall entitle Lessee the exclusive use of the Lot during the Lease Term subject to the terms and conditions of this Lease. Lessee had previously paid \_\_\_\_\_ towards the Lease Fee with regards to the Old Kamala Agreement. Lessee shall pay the remaining amount \_\_\_\_\_ within fifteen (15) days from the date of execution of this Lease.
  - a) In addition to the Lease Fee, Lessee shall also pay an Annual Fee to Isha which shall be due and payable on or before December 31<sup>st</sup> of each year for the follow year. The Annual Fee for the year 2026 will be in the amount of \$100.00, which amount is subject to change by Isha each year. For example, for the year 2027, the Annual Fee will be due by December 31, 2026.
  - b) **Lessee understands, acknowledges, and agrees that Lessee is receiving a lease for the exclusive use of the Lot based upon the terms and conditions stated**

**herein and acknowledges that Lessee is not receiving an ownership interest or life estate interest in the Lot. Furthermore, Lessee acknowledges and agrees that the use of said Lot is limited to residential use of a single-family dwelling, subject to the terms and conditions stated herein.** Upon termination of the Lease, Lessee shall have no further legal or equitable interest in the Lot or any improvements thereon

- c) If Isha fails to have the final plat for the Lot approved and recorded within 24 months of execution of this Lease, this Lease becomes null and void, and Isha will refund Lessee any Lot Lease Fee paid within a reasonable time period.
  - d) Lessee understands, acknowledges, and agrees that the Premises will be subject to a recorded Declaration of Covenants and Restrictions (the "Declaration") which will govern, among other things, the use of the Premises, the requirements for improvements to the Premises and maintenance thereof, and the obligation of Lessee to pay certain annual assessments, special assessments, and/or utility charges levied by the Association.
  - e) Lessee understands, acknowledges, and agrees that a homeowners association (the Association") will be established with the Tennessee Secretary of State for the purpose of maintaining any common property in the Subdivision, enforcing the Declaration, and/or operating utilities serving the Subdivision. The Association will be subject to certain Bylaws relative to the operation and governance of the Association (the "Bylaws")
  - f) Lessee understands, acknowledges, and agrees that Lessor will maintain certain developer and voting rights pursuant to the Declaration and Bylaws.
  - g) Lessee understands, acknowledges, and agrees to the prompt payment of all annual assessments, special assessments, and/or utility charges levied by the Association pursuant to the terms and conditions of the Declaration.
  - h) Lessee understands, acknowledges, and agrees that Lessee will be responsible for the payment of any utility charges levied directly by any utility service provider for the Premises.
  - i) Lessee understands, acknowledges, and agrees that Lessee must comply with any Rules and Regulations (the "Rules and Regulations") promulgated by the Association relative to the conduct of occupants and guests in the Subdivision.
  - j) Lessee understands, acknowledges, and agrees that the Declaration, Bylaws, and Rules and Regulations (collectively referred to as the "Governing Documents") are subject to amendment and that Lessee will strictly comply with all terms and conditions of the foregoing at all times during the term of the Lease.
5. Assessment Fees. The Lessee hereby agrees to timely pay all annual and special assessments levied by the Association pursuant to the terms and conditions of the Declaration.
6. Other Charges. Lessee shall also be responsible for all real property and other taxes assessed against the Premises during the Lease Term, as and when due; and for all

utility charges fees, or assessments charged by a third-party utility company, the Association, or an Isha utility relative to all utility service for the Premises, including any service fees, maintenance fees, and infrastructure charges.

- a) Isha shall provide Lessee with an invoice of the Other Charges referenced in this section and Lessee shall pay for said charges within fifteen (15) days of receipt of said invoice. Lessee's failure to pay said charges may result in either additional fines or termination pursuant to Section 17 of this Agreement.

7. Construction Timeline and Obligations.

- a) Lessee acknowledges and agrees that timely commencement of construction of a residence approved by Lessor on the Premises is a material condition of this Lease. Lessee further agrees to sign a Construction Agreement of a residence on the Premises with an Isha approved builder. Lessee shall begin construction of a residence on the Premises no later than \_\_\_\_\_ ("Commencement Deadline").
- b) In the event the Lessee fails to commence construction of a residence by the Commencement Deadline, such failure shall constitute a material breach of this Lease. Upon such material breach:
  - (i) Isha shall have the sole and absolute discretion to declare this Lease terminated and void by providing written notice to the Lessee.
  - (ii) Upon providing such termination notice, Lessee's leasehold interest in the Lot shall immediately terminate and Lessee shall have no further legal or equitable interest in the Lot or any improvements thereon.
  - (iii) Isha's decision to terminate under this Section shall be final, conclusive, and not subject to dispute, arbitration, or judicial review.
- c) Upon termination of the Lease pursuant to this Section, Isha shall refund to the Lessee the Lease Fee previously paid within sixty (60) days from the date of termination (i.e, the date of the termination notice), less \$400 for administrative and processing fee.
- d) The Parties agree that time is of the essence with respect to the Lessee's obligation to commence construction of a residence on the Lot by the Commencement Deadline as set forth herein.

8. General Contractor. Lessee shall use an Isha Selected Builder to construct any residence or make any improvements to the Lot ("Improvements") exceeding \$100,000.00 in construction costs, Lessee shall be obligated to contact Isha to obtain a current listing of Isha Selected Builders, which may change from time to time in Isha's sole discretion.

9. Architectural Approval for all Improvements to the Lot. No building, landscaping, fence, wall, or other structure or improvement shall be commenced, erected or maintained upon the Lot, nor shall any exterior addition, modification, change or alteration therein be made until the plans and specifications showing the nature, kind shape, height, materials and location of such building, improvement, fence, wall, or

other structure shall have been submitted to and approved in writing as to the harmony and with the exterior design and location of surrounding structures and topography by the Lessor and subject to the terms and conditions of the Declaration.

10. Use of Premises. Lessee shall use the Improvements as a single-family residence and for no other purpose. Any modifications or any structural change to the existing Improvements, the location of driveways, and/or utility lines, and the cutting or removal of trees shall also require the prior written approval of Isha. The use of the premises shall further be subject to the terms and conditions of the Declaration.
11. Transfer of Lease. This Lease or the Improvements thereon shall not be sold, transferred, assigned, bequeathed, devised, donated, mortgaged or otherwise conveyed or encumbered, either in whole or in part, without the prior written consent of Isha in its sole discretion. Notwithstanding the foregoing, Isha's consent is not required to permit an assignment in the ordinary course of business by (Lender) of a loan secured by this Lease.
  - a) Transfers to Spouse. Notwithstanding the foregoing terms in this Section 12, upon the death of the Lessee, Lessee's spouse ("Spouse"), who shall be named in Appendix D of this Lease, shall receive all rights and interests acquired by Lessee at the time of death in this Lease with no fee.
    - a. Spouse must be legally married to the Lessee at the time of death. Common law marriages will not be recognized for the purpose of this Lease.
    - b. Spouse must be specifically named in Appendix D in this Lease or subsequent amendment to this Lease and must be on file in the records of Isha at the time of death.
  - b) First right of refusal. In the event Lessee or Lessee's lender desires to transfer or sell the Lease and Improvements thereon, Lessee or the lender shall provide Isha thirty (30) days written notice before advertising the potential transfer or sale of the Lease and Improvements. Lessor's consent to allow the advertisement of any potential transfer or sale of the Lease and Improvements does not constitute approval of any proposed transfer or sale.

In order to be considered, any offer must be in writing, must be signed by potential Lessee and must not contain any contingencies.

Fair market value shall be established by an Isha approved independent third-party appraiser who is licensed and doing business in Van Buren County or adjacent counties. The list of approved appraisers shall be obtained from Isha. The cost of the appraisal shall be paid by the Lessee. The Lessee must provide Isha with written notice of the intent to sell the leasehold interest along with the written appraisal. After Isha receives such appraisal from Lessee, Isha shall then either (i) accept the appraisal from Lessee and submit a lease buy-back contract to the Lessee within thirty (30) days; or (ii) within ten (10) days after receiving the Lessee's appraisal, notify the Lessee that it does not accept the appraisal and, at Isha's expense, acquire a second independent third party appraisal and submit such appraisal to Lessee within thirty days (30) of Isha Foundation's notice of non-acceptance of Owner's appraisal. The parties agree that fair market value shall be determined by the

average of the two appraisals. In the event Isha does not respond to Lessee's notice after thirty (30) days, the Lessee may offer the Lease and any Improvements affixed thereon for sale to the general public. However, in the event there is a reduction to the purchase price after Isha declines to take advantage of their first right of refusal, Isha's right of first refusal shall be reinstated or in the case of lender auctioning the Improvements, Isha will be provided a written notice of the auction date and time at least seven (7) business days before the auction.

c) Any transfers, sales, assignments, or encumbrances of the Lease involving an exchange of money or any other assets, shall be submitted to Isha for written approval. Any such transfers, except transfers to spouse, children or heirs where there is no exchange of money or any other assets and any transfer which occurs through a foreclosure or a foreclosure sale, shall be subject to a transfer fee, based upon the following schedule:

- (1) 0-5 years -10% of the value of the assets exchanged;
- (2) 6-10 years -8% of the value of the assets exchanged;
- (3) 11-15 years- 6% of the value of the assets exchanged; and
- (4) Over 15 years- 4% of the value of the assets exchanged.

(a) "Value of the assets" referred to above will be determined as follows:

In the case of an in-kind exchange, the fair market value pursuant to section 11(d) will be used. In the case of a no in-kind exchange, the cash price exchanged will be considered the value of the assets.

12. Sublease. Lessee shall not sublease the property without written consent of Isha in its sole discretion. In order to be eligible for approval, any application for a sublease shall be for a term of more than one (1) month. Lessee shall pay Isha 10% of the sublease fee as received by the Lessee and shall ensure Sublessee follows all other provisions of this Lease and the Governing Documents. Lessee shall be responsible for any damages or negligent acts caused by the Sublessee, and this Lease may, at the discretion of Isha, be terminated in the event the Sublessee breaches any portion of this Lease.

13. Insurance. Lessee shall obtain an insurance policy on any Improvements placed upon the Lot for the full replacement value thereof. In addition, Lessee shall obtain personal liability coverage of a minimum of \$300,000 per occurrence. Lessee shall provide Isha proof of Lessee's insurance coverage as required herein and shall submit proof of premium payments to Isha. In the event there is any change in Lessee's insurance policy, Lessee shall provide written notification of any such change to Isha within ten (10) days of Lessee being notified of the change. Lessee shall immediately notify Isha in the event of a notice of cancellation of any insurance coverage.

a) Renters Insurance Policy. Lessee may also obtain a renter's policy to obtain coverage on the value of the personal property in the Improvements if Lessee chooses to do so. Isha shall not be responsible for any loss of or damage to Lessee's personal property under any circumstances.

14. Hazardous materials. During the Lease Term, Lessee shall comply with, in all respects, local, state, and federal laws regarding the use, generation, storage, and disposal of hazardous materials, including but not limited to petroleum, petroleum by products, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, pesticides, herbicides, and any and all substances and materials not hereafter defined or designated as hazardous substances, hazardous materials, or toxic substances or any similar substance or material under applicable law. Lessee shall promptly notify Isha in the event of any violation or suspected or alleged violation of any applicable law and shall promptly forward to Isha copies of any orders, notices, permits, applications, or other communications and reports in connection with any such alleged, suspected, or actual violation. Lessee further covenants not to install on or under the premises any underground storage tank.
15. Indemnification. Lessee shall indemnify and hold Isha harmless from and against all losses, damages, liabilities, and expenses, including reasonable attorneys' fees arising out of or related to any violation or alleged violation of law, any breach of the Governing Documents, or any breach of any covenants set forth herein, including violations from the presence of any hazardous materials on the premises, or from any and all liability occurring from any personal injury claims, or personal property claims resulting from damages occurring on the Lot or any Improvements thereon. It is understood and agreed that the indemnification obligation provided herein shall survive the expiration or termination of this Lease and shall continue in full force and effect until the expiration of any applicable periods of limitation with respect to any loss or liability covered by such indemnity obligation.
16. Conditions of Lease. This Lease is made subject to the Governing Documents, the Isha Kamala Lease Policy attached hereto as Appendix C, and any amendments or modifications thereto during the Lease Term.
17. Default and Termination of Lease.
18. In the event Lessee fails to pay the Lease Fee, the Maintenance Fee, the Annual Fee, taxes, any assessments or charges due under the Governing Documents, or any utility charges associated with the Premises, as and when due, or fails to comply with the other requirements and conditions of this Lease or the Governing Documents, and this failure is not corrected within thirty (30) days after written notice from Isha, or in the event any lien is placed against the property or Lessee obtains leasehold financing and Lessee fails to pay a leasehold promissory note in accordance with its terms or fails to observe and perform any covenants under a leasehold deed of trust securing such leasehold promissory note, or if Lessee files for bankruptcy or is declared bankrupt or insolvent, or abandons or vacates the premises before the end of the lease term for more than \_\_\_\_\_ days without first obtaining written consent from Isha, this Lease shall be subject to termination at Isha's sole discretion. In order to terminate the Lease based upon one of the conditions named in this Section, Isha shall provide a written termination notice to Lessee. In the event of a termination of the Lease under these provisions, except in the instance that a lender initiates the foreclosure process on the Lease for failure to pay a leasehold promissory note or comply with the terms of a leasehold deed of trust, Lessee shall have the right, within one year from the date of the termination notice, and provided all lease fees and other charges due under this

agreement have been paid in full to sell their leasehold interest to a purchaser approved by Isha in writing. After the expiration of one year from the date of termination notice, all rights of Lessee in the Improvements remaining on the leased premises shall expire, and all right, title and interest in and to the Improvements shall vest with Isha.

- a) A Lessee who receives a notification of delinquency by a mortgage holder on a Leasehold Deed of Trust shall be in default of this Lease. The Lessee shall have thirty (30) days to cure such default. In the event Lessee fails to cure the default within thirty (30) days, Isha, in its sole discretion, has the option to terminate the Lease and pay the Lender. If Isha exercises its option, Lessee shall vacate the premises within fifteen (15) days after receiving the Termination notice from Isha.
- b) The failure of Isha to exercise its option to terminate the Lease shall not be construed as a waiver by Isha of any requirement or condition of this Lease or of its right to terminate the Lease for a further violation of its terms.

19. Appointment of Successor; Resignation of Isha. Isha reserves the right to assign its rights to this Lease at any time to any other person or entity by written instrument specifically setting out such assignment and any such assignee shall become the new holder hereunder upon such assignment. Isha shall give written notification to all lot Lessees of said transfer within thirty (30) days of the transfer.
20. Condemnation. Should the Premises, or any part thereof, be taken, damaged, or condemned by a public authority, this Lease shall terminate, as to the part so taken as of the date title shall vest in the public authority. All damages and payments resulting from the taking shall accrue and belong to the Lessee, except for reasonable expenses incurred by Isha in the process if the taking includes the Improvements, then Lessee shall be entitled to that portion of the payment that the public authority or court hearing the condemnation case designates as the value of the Improvements so taken, less a pro rata share of all legal fees or court costs or any other reasonable expenses in this process incurred by Isha.
21. Notices to Lessee. Notices, including statements of accounts, may be sent by Isha to Lessee by electronic mail at address: \_\_\_\_\_ or delivered in person to the Lessee at the Premises. If there is more than one Lessee, a notice to one shall be effective as to all. If no Lessee is present in the Premises, a notice personally delivered to any adult resident of those Premises shall be deemed a notice to the Lessee.
22. Notice to Isha. Notices from Lessee to Isha may be sent electronic mail at \_\_\_\_\_ or certified mailed or delivered to Isha, Inc. Re: Isha Kamala, 951 Isha Lane, McMinnville, TN 37110.
23. Headings and Binding Effect. Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular paragraphs to which they refer.
24. Independent Attorney Review. Isha advises that Lessee consult with an attorney prior to executing this Lease. Before signing this Lease, Lessee shall either have an attorney sign the certificate of attorney review or sign a waiver and execute this Lease without attorney review. Each applicant must complete or waive the Certificate of Independent

Attorney Review which is attached hereto as Appendix B.

25. Binding Agreements. This Lease, constitutes the full agreement between the parties as to the matters related. Any and all prior agreements and statements, whether made orally or in writing, concerning the premises described, or any part thereof, are hereby terminated and of no effect. Isha and Lessee intend that no other privileges, benefits, or services shall be provided to Lessee other than those provided in this Lease, and Lessee shall be required to commit to and comply with certain Isha policies referenced in this Lease — which are necessary to maintain the spiritual integrity and atmosphere of the Isha Center — to continue to receive such privileges, benefits, and services, including but not limited to Lessee’s use of the property described herein. This Lease may only be amended by a written instrument signed by the parties.
26. Equitable Relief. The Parties agree and declare that legal remedies may be inadequate to enforce the provisions of this Lease and that equitable relief, including specific performance and injunctive relief, may be used to enforce the provisions of this Lease. Such right to specific performance or to an injunction, however, shall be cumulative and in addition to any other remedies a Party may have. In the event that a Party is found by a court of competent jurisdiction to have breached this Lease, such Party shall pay all court costs and reasonable attorneys’ fees incurred by the other Parties in obtaining such specific performance or injunctive relief.
27. Waiver. No failure or delay on the part of the Parties or any of them in exercising any right, power, or privilege hereunder, and no course of dealing between Isha and the Lessee shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege hereunder preclude the simultaneous or later exercise of any other right, power, or privilege. The rights and remedies herein expressly provided are cumulative and not exclusive of any rights or remedies which the parties or any of them would otherwise have.
28. Governing Law; Consent to Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee without giving effect to the choice of law provisions thereof. The Parties hereby irrevocably consent to the exclusive jurisdiction of any court in Van Buren County, Tennessee, and consent that all service of process be sent by nationally recognized overnight courier service directed to the Parties at their respective addresses set forth in this Lease and service so made will be deemed to be completed when sent in accordance with the terms of this Lease. Each of the Parties acknowledge and agrees that the venue provided above is the most convenient forum for such Party. Each of the Parties waive any objection to venue and any objection based on a more convenient forum in any action instituted under this Lease. In the event of any lawsuit to enforce the terms or conditions of this Lease, the substantially prevailing party shall be entitled to recover its reasonable attorney’s fees, court costs, and litigation expenses incurred in such lawsuit.

**ISHA FOUNDATION, Inc.**

By: [Name] \_\_\_\_\_ Signature: \_\_\_\_\_

\_\_\_\_\_ [Foundation title ]

\_\_\_\_\_  
Date

**LESSEE:**

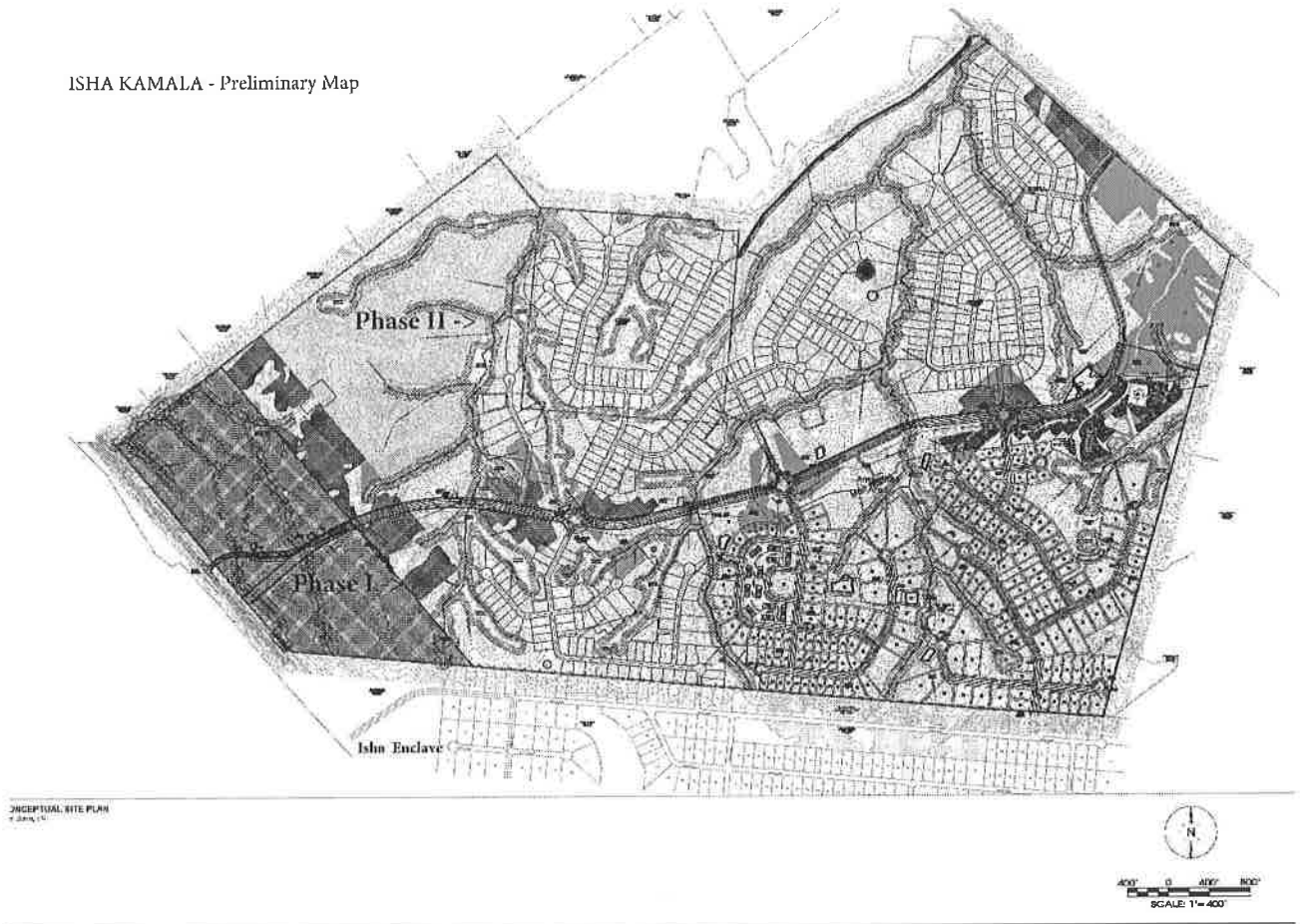
Name: \_\_\_\_\_ Signature: \_\_\_\_\_

\_\_\_\_\_  
Date

# Appendix A

Common Areas include the roads, walking paths and parks, in the Isha Kamala Subdivision.

ISHA KAMALA - Preliminary Map



# Appendix B

## CERTIFICATE OF INDEPENDENT ATTORNEY REVIEW

I, \_\_\_\_\_ (attorney's name) have reviewed the Isha Kamala Lot Lease Agreement Phase I. Moreover, I have counseled my client, \_\_\_\_\_ on the performance and obligations of the Agreement and contractual obligations on executing this Agreement.

On the basis of this review, I conclude that I have reviewed the documents; my clients understand the documents and I have advised my client of their rights pursuant to executing the Kamala Lot Lease Agreement Phase I. Furthermore, the execution of the Agreement is not the product of fraud, duress, or undue influence.

\_\_\_\_\_  
Attorney Signature

\_\_\_\_\_  
Date the review was completed

## WAIVER OF ATTORNEY REVIEW

### Only Execute if You Are Opting Not to Have an Attorney Review the Document

I, \_\_\_\_\_ have opted not to have an attorney review the Lease documents and understand that, by waiving these rights, I agree I fully understand the terms of the Isha Kamala Lot Lease Agreement Phase I.

Furthermore, the execution of the Kamala Lot Lease Agreement Phase I is not the product of fraud, menace, duress, or undue influence. Moreover, I have been advised that I should have an attorney review the Agreement, but I hereby decline and have decided to proceed without an attorney review.

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

# Appendix C

## Isha Kamala Lease Policy

Section 1. Rules For Isha Kamala. The spirit behind these rules is to ensure that this space is conducive for everyone to grow spiritually. These rules may change over time. Lessee, their agents, guests and sublessees, are required to follow the below rules.

- a. Lessee must have completed the Inner Engineering program or an equivalent program. This clause does not apply to lessee's agents and guests.
- b. Please respect other residents in your area by refraining from playing loud music.
- c. No display of romantic actions in the public or common spaces is allowed.
- d. Lessee or their agents, guests, sublessees will respect, revere, and hold sacred the spaces of and within Isha Institute of Inner-sciences campus and the surrounding Isha communities, and respect and support the Isha programs and events, causing no harm or disruptions of any kind. Any disrespectful or offensive behavior will be addressed appropriately by Isha.
- e. Lessee or their agents, guests, sublessees also is required to follow the Common Area rules listed below:
  - i. Intoxication or being under the influence of drugs or alcohol and the use of tobacco are not permitted in the common spaces.
  - ii. Drugs or alcohol consumption, offering, distribution or sale are not permitted in the common spaces.
  - iii. Solicitation of any kind is not permitted in the Isha Kamala community.
  - iv. Firearms are not allowed in the Common Areas.

Section 2. Repairs and Maintenance. Lessee is responsible for **all** repairs and maintenance required for the lot and the house. Maintenance will include, but not limited to, exterior and interior maintenance. All exterior structures shall be maintained in a neat and attractive condition by the respective Lessee. Such maintenance shall include, but not be limited to, painting, repairing, replacing, and caring for roofs, gutters, downspouts, building surfaces, patios, walkways, driveways, and other exterior Improvements. The Lessee shall at all times keep all weeds and grass thereon cut in a sanitary, healthful, and attractive manner, keep all trees and shrubbery pruned and cut, replace dead shrubs and trees, and maintain perennial flowers as originally required on the approved landscape plan. In addition, Lessee shall be responsible for maintaining the right of way and any Common Area between their leased Lot and the street. Lessee agrees to abide by rules which may be established by Isha regarding specifics on the maintenance of the house as well as any requirements regarding plantings on Lots. No Lot shall be used for the storage of any material and/or equipment, except for normal residential requirements or incident to construction of Improvements thereon as herein permitted. The accumulation of garbage, trash or leaves or rubbish of any kind and the burning of any such materials is prohibited. In the event of default on the part

of the Lessee and any other occupant of Lessee's Lot in observing the above requirements or any of the above, each default continuing after ten (10) days written notice thereof, Isha may enter upon said Lot and repair, maintain, and restore the same, cut or prune or cause to be cut or pruned such weeds, grass, trees, and shrubbery and remove or cause to be removed such garbage, trash, and rubbish, or do any other thing necessary to secure compliance with these restrictions and to place said Lot in a neat, attractive, healthful, and sanitary condition. In so doing, all costs incurred in any such repair, maintenance, restoration, cutting, pruning, or removal shall be charged against the Lessee of such Lot as the personal obligation of such Lessee, enforceable and collectible in the same manner and to the same extent as a maintenance assessment.

## APPENDIX D

Pursuant to Isha Kamala Lot Lease Agreement and Section 11(a) thereof, I \_\_\_\_\_, (“Lessee”) hereby name my spouse, \_\_\_\_\_ as my beneficiary to this Lease and desire that upon my passing, the Lease be transferred to the aforementioned spouse subject to the terms and conditions found in this Lease. I hereby affirm that my spouse and I are married.

LESSEE Signature \_\_\_\_\_

\_\_\_\_\_  
Date

I \_\_\_\_\_ (Spouse) hereby affirm and attest that the statements in this Appendix D are true and accurate.

\_\_\_\_\_  
SPOUSE Signature

\_\_\_\_\_  
Date

Accepted By Isha Foundation: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

By electronically signing all of the above pages all parties agree that this Agreement and any other documents to be delivered or have been delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement, or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

## APPENDIX E

Lessee shall use a builder from the following list of approved Isha Selected Builder(s):

1. September Bloom, Inc.