

AGENDA
CITY OF MORRISTOWN, TENNESSEE
BEER BOARD MEETING
AUGUST 4, 2015 – 5:00 P.M.

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **ROLL CALL**

3. **APPROVAL OF MINUTES**

1. June 16, 2015

4. **OLD BUSINESS**

5. **NEW BUSINESS**

1. Off-premise beer permit for MMS-of-TN, Inc. (Owner and Registered Agent Mr. MD Khan) DBA Food Center, 4195 East Andrew Johnson Highway.
2. Off-premise beer permit for MMS-of-TN, Inc. (Owner and Registered Agent Mr. MD Khan) DBA Stop-N-Go, 1833 Buffalo Trail.

6. **ADJOURN**

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
JUNE 16, 2015**

The Beer Board for the City of Morristown, Hamblen County, Tennessee, met in regular session at the regular meeting place in the Morristown City Center at 5:33 p.m., Tuesday, June 16, 2015, with the Honorable Mayor Gary Chesney, presiding and the following Beer Board members present; Bob Garrett, Chris Bivens, Kay Senter, Dennis Alvis, Ken Smith, and Tommy Pedigo.

Councilmember Senter made a motion to approve the June 2, 2015 minutes as circulated. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve the on-premise beer permit for 423 Tavern LLC (Owner Ronnie Lester, Jr. Registered Agent Stephanie Kimbrough) DBA 423 Tavern, 2747 West Andrew Johnson Highway. Councilmember Garrett seconded the motion and upon roll call; Councilmembers Garrett, Bivens, Senter, Smith, Pedigo and Mayor Chesney voted "aye"; Councilmember Alvis voted "no".

Mayor Chesney adjourned the June 16, 2015 meeting of the City of Morristown, Beer Board at 5:44 p.m.

MAYOR

ATTEST:

CITY ADMINISTRATOR

City of Morristown Beer Board



COPY

Beer Permit Application Checklist

Application Date: 6-12-15

Applicant's Name: MMS-OF-TN. Inc

DBA: Food Center

Contact Name MD Khan

Contact # 423

* 423.
D.O.

Provided By Applicant

- ☒ Application
- ☒ Application fee
- ☒ Authorization for Criminal History Inquiry
- ☒ Designation of Registered Office and Registered Agent
- ☒ Certified copy of deed or copy of lease agreement
- ☒ Sales Tax Certification (copy of certification of registration)
- ☒ Restaurant seating area plan showing a minimum of 75 seats
- ☒ Certified Site Plan and Floor Plan (if facility is not existing)

Provided By the City of Morristown

☐ Site Plan Certification (by City Engineer)

Current taxes verified

- ☒ City Taxes
- ☒ County Taxes

Public Notices

- ☒ Notice of Beer Board Meeting
- ☒ Signs Posted at Location of Business – Date Posted: 7/16/15
- ☒ Newspaper Notice of Application – Date Ran in Paper: 7-23-15
- ☒ Background Investigation
- ☐ Date of Beer Board Approval: _____
- ☐ Copy of Permit (Number _____) Issued
- ☐ Prorated Privilege Tax Paid

Signature of person verifying completion of checklist

P.O. Box 1283 • Morristown, Tennessee 37816-1283 • Phone (423)586-1215 • Fax (423)587-9518

[Return to Agenda](#)

APPLICANT

U.S. DEPT. OF JUSTICE

K. Md Khan

1833 8th St Trail

Memphis TN 37814

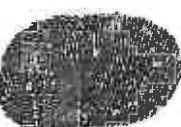
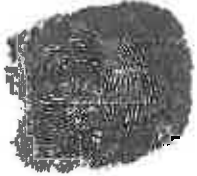
72314 m.k.h.

NAME *Khan MD Abdul*

U.S.

155-183 BR BR Bangladesh

76



CITY OF MORRISTOWN
100 W 1ST NORTH ST
MORRISTOWN TN 37814-1499

RECPT#: 461898

06/12/15 16:10 tdenoss

CUSTOMER#:0

NAME:

BEER PERMIT

CHG: 808

BEER BOND

250.00

PAID AMT

25 PAID BY NAME

MMS OF TN INCPAY METHOD

CHECK

3003

AMT TENDERED:

AMT APPLIED: 250.00

CHANGE: 250.00

AUTHORIZATION FOR CRIMINAL HISTORY INQUIRY

6-12-15
Date

I, the undersigned applicant, or duly authorized signatory for applicant, for a permit authorizing the sale of beer within the City of Morristown, Tennessee, do hereby authorize the City of Morristown, by and through it's agents and representatives and employees, to make inquiry, whether verbal, written, or electronic, of any and all law enforcement agencies or clerks of courts, whether, state, federal or local, concerning my criminal history of any convictions that I have had for any misdemeanor or felony, involving other than minor traffic violations, within the last ten (10) years form the date above.

I, the undersigned, further authorize any and all law enforcement agencies or clerks of courts, whether state, federal or local, or any state, federal, local or national entity storing and providing criminal history data, to release the afore stated information to the City of Morristown.

Residences for Past 10 Years

U.S.A. Came
Dec. 14, 2007

M.D. Khan
Name - Printed

[REDACTED] -76
Date of Birth

[REDACTED]
Social Security Number

1341 Newborn Road
Street Address

Morristown Tenn. 37814
City, State and Zip Code

M.D. Khan
Signature

D.D. Roberts
Name of Witness - Printed

2627 Lakewood Dr.
Street Address

Morristown, Tenn. 37814
City, State and Zip Code

D.D. Roberts
Signature

**CITY OF MORRISTOWN
APPLICATION FOR BEER PERMIT**

Received by Tax Office:

DATE: 6-18-15

I N S T R U C T I O N S

1. Answer all questions completely or check appropriate box. If question is not applicable, write "NA". Write "unknown" only if you do not know the answer. Use blank space at end of form for extra details on any question for which you have insufficient space.
2. Type, print, or write carefully. Illegible or incomplete forms will not receive consideration.
3. Consider your answers carefully. Your signature at the end of this form will certify as to their correctness.

SECTION I - OWNERSHIP INFORMATION

1- Name of Owner

MMS-OF-TM INC

2- Check One for the Type of Ownership

<input type="checkbox"/> Person	<input type="checkbox"/> Firm	<input type="checkbox"/> Partnership
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Syndicate	<input type="checkbox"/> Association
<input type="checkbox"/> Joint-Stock Company		

3- Name(s), date(s) of birth and social security number(s) of all person(s) who own a 5% or greater interest in the owner (Attach supplemental sheet if needed).

4- If you are the sole owner of the business listed above, please complete all remaining questions in the application.

5- If the owner listed in # 4, above is a corporation, firm, joint-stock company, syndicate, partnership or association, please complete Sections III, VI, VII, VIII and X of this application. Additionally, if the owner listed in # 4, above is a partnership, please complete Sections II, III, IV, and V for each partner.

SECTION II - GENERAL DATA

1- Full Name (last, first, middle)	2- Age Date of Birth	3- Sex Male <input type="checkbox"/> Female <input type="checkbox"/>
4- Height	5- Weight	6- Color of Eyes
7- Color of Hair	8- Type Complexion	9- Type Build
10- Social Security No.	11- Driver's License No. & State of Issue	

12-	Father's Full Name	13-	Mother's Maiden Name
14-	Previous Employment		
15-	Marital Status	16-	Spouse's Name
	Married <input checked="" type="checkbox"/> Single <input type="checkbox"/>		Divorced <input type="checkbox"/>
17-	Scars (Type and Location)		
18-	Other Distinguishing Features		
19-	Current Address		
20-	Permanent Address		
21-	Home Telephone No.	22-	Work Telephone No.
23-	Legal Residence		
24-	Nickname	25-	Other Names You Have Used
26-	Indicate circumstances (including length of time under which you have ever used these names)		
27-	If legally changed, give particulars (where and by what authority)		

SECTION III - CITIZENSHIP

To be completed by individual owners and each partner in a partnership

- 1- Are you a U.S. citizen or legal alien?
Yes ☒ No ☐
- 2- If you are a legal alien, please provide your certificate number.

To be completed by all other types of owners listed

- 3- Are you domiciliated in the State of Tennessee?
Yes ☒ No ☐

SECTION IV - MILITARY SERVICE

1-	In what military organizations have you served?		
2-	Date of separation	3-	Total length of service
4-	Serial or file No.	5-	Rank or grade
6-	Type of discharge		

SECTION V – RESIDENCES FOR THE PAST 10 YEARS

To be completed by individual owners (Use supplemental sheet if needed)

<u>Address – Most recent first</u>				<u>Inclusive dates</u>	
<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State/Zip</u>	<u>From</u>	<u>To</u>

SECTION VI – ADDITIONAL INFORMATION

Special Instructions

If your answer is "yes" to any of the following questions, please provide complete details for each question on a separate signed sheet and attach the sheet to this form. A "yes" answer does not mean automatic refusal of a beer permit; however, failure to disclose may result in such a denial.

To be completed by individual owners:

- 1- Have you ever been arrested, indicted or convicted for any violation of the law other than minor traffic violations?
Yes _____ No ✓
- 2- Have you ever been arrested or court-martialed under military law or regulation?
Yes _____ No ✓

To be completed by all other types of owners listed:

- 3- Has any member listed on this application or any supplemental information form been arrested, indicted or convicted for any violation of the law other than minor traffic violations?
Yes _____ No ✓
 - 4- Has any member listed on this application or any supplemental information form been arrested or court-martialed under military law or regulation?
Yes _____ No ✓
-

SECTION VII - PERMIT DATA

- 1- Type of Permit Applied For:
On Premise _____ Off Premise ☒
- 2- Type of Business: Restaurant _____ Distributor _____
Patriotic Organization _____ Club _____
Drug Store _____ Full Line Grocery Store _____
Convenience Store ☒ Lodge _____

<p>Charters that have been issued by the State of Tennessee must be presented with this completed application in all cases of lodges, patriotic organizations, and clubs. These charters will be examined and returned to applicant at the time this application is presented before the Beer Board</p>	<p style="text-align: center;">DO NOT WRITE IN THIS BLOCK For Use by City of Morristown Only</p> <p>Charter Presented Yes _____ No _____ Charter Returned Yes _____ No _____</p> <p>Issued by _____ Date _____ In Name of _____</p> <p>Signature of Tax Clerk _____</p>
---	--

- 3- Do you possess a valid business license issued by the City of Morristown?
Yes ☒ No _____
Date of Issue 6/4/15

- 4- Complete address of business wherein beer is to be sold:

4195 E. A. J. Highway Morristown Tenn

DO NOT WRITE IN THIS BLOCK

For Use by City of Morristown Only

Requested location is in a Nonconforming _____ Conforming _____ location under the zoning laws and ordinances of the City of Morristown.

For Off Premise Permits Only: Is requested location within 150 ft. of property on which any church, school, or city park is located? Yes _____ No _____ N/A ☒

If yes, identify establishment. _____

Signature of
City Planner

[Signature]

Have occupancy issues been addressed by City Inspections?: Non-Conforming _____ Conforming _____

Signature of
City Inspector

[Signature]

Have fire code inspections been completed?: Non-Conforming _____ Conforming _____

Signature of
Fire Marshal

[Signature]

- 5- Complete name of business wherein beer is to be sold:

Food Center 4195 East AT Hwy Morristown
6- Do you now possess a beer license? Yes ☒ No ☐ If yes, list name of
business address and type of license on separate sheet.

Food Center 4195 East Hwy. Off-Premise
7- Identify the Registered Agent (chapter 209 of the Beer Ordinance)

M.D. Khan
8- Identify the individual who is to receive annual tax notices and any other communication
from the Tax Office, City Council, or Beer Board and list their address.

M.D. Khan 1833 Buhal Trail
Morristown Tenn 37814

SECTION VIII - GENERAL INFORMATION AND AGREEMENTS

- 1- Do you agree not to engage in the sale, storage, manufacture, or distribution of beer
other than at the place for which a permit was issued?
Yes ☒ No ☐
- 2- Do you agree that sale, storage, manufacture, or distribution of beer will be made only in
accordance with the permit granted?
Yes ☒ No ☐
- 3- Do you agree that no sales will be made to any person under twenty-one years of age?
Yes ☒ No ☐
- 4- Have you received and read the Beer Ordinance of the City of Morristown, and do you
agree not to violate any of its requirements?
Yes ☒ No ☐
- 5- Have you ever had a license for the sale, storage, manufacture, or distribution of
legalized beer revoked?
Yes ☐ No ☒
If the answer is yes, give complete details on separate sheet of paper.

To be completed by individual owners:

- 6- Have you or any of your employees involved in the distribution, storage, manufacture, or
sale of beer ever been convicted of any violation of any law involving prohibition, sale,
manufacture, storage, distribution or transportation of any alcoholic beverage or any
crime involving moral turpitude within the past 10 years immediately preceding the date
of this application?
Yes ☐ No ☒
If the answer is yes, give complete details on separate sheet of paper.

To be completed by all other types of owners listed:

- 7- Has any person listed on this application or any supplemental information form involved in the distribution, storage, manufacture, or sale of beer ever been convicted of any violation of any law involving prohibition, sale, manufacture, storage, distribution or transportation of any alcoholic beverage or any crime involving moral turpitude within the past 10 years immediately preceding the date of this application?

Yes _____ No ☒

If the answer is yes, give complete details on separate sheet of paper.

- 8- Do you agree not to employ any person so convicted?

Yes ☒ No _____

- 9- Do any brewers, manufacturers, distributors or warehousemen of legalized beer have any interest in the business, financial or otherwise or in the premises upon or in which the business is to be licensed to sell beer at retail?

Yes _____ No ☒

If the answer is yes, give complete details on separate sheet of paper.

To be completed by individual owners and partnerships:

- 10- Are you willing to be fingerprinted by the Police Department, City of Morristown?

Yes ☒ No _____

To be completed by all other types of owners listed:

- 11- If requested, are you willing for any member listed with a 5% or greater ownership to be fingerprinted by the Morristown Police Department?

Yes ☒ No _____

- 12- Is a completed fingerprint card submitted with this application?

Yes _____ No ☒

Applicant may have cards completed at Morristown Police Department.

SECTION IX - REFERENCES

Please give the correct name, address, zip code, and telephone number of at least three people who have known you personally for a period of at least three years.

Name	Address	City/State/Zip	Phone
Abdul Kader		Morristown TN 941-	
Thomas Ramsey		" " 423-8	
D.J. Roberts		" " 423 3	

SECTION X - SIGNATURES

STATE OF TENNESSEE
COUNTY OF HAMBLEN

The undersigned M D Khan, hereby makes oath and swears that all the facts and answers set forth in the above application are true and correct to the best of my knowledge, information, and belief; that misrepresentation of facts and/or withholding of information on this application may result in the denial of a beverage permit now and can forfeit the eligibility to receive any permit for a period of ten (10) years, that I will comply with the laws of the United States, and of the State of Tennessee, and Ordinances of the City of Morristown, that I have received a copy of and read the Beer Ordinance of the City of Morristown, and all amendments thereto. The undersigned further makes oath that if the owner is a corporation, firm, joint-stock company, syndicate, partnership or association, that he or she is authorized to execute this application on behalf of the owner.

In testimony whereof witness my signature on this the 12 day of June, 2015

Md Khan

Applicant

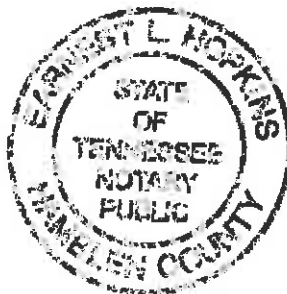
Sworn to and subscribed by Ernest L Hopkins before me, a notary public in and for said State and County, on this the 12 day of June, 2015

Ernest L Hopkins

Notary Public

My commission expires

3-26-2017



*** * * NOTICE * * ***

**YOUR PRESENCE IS REQUIRED AT THE
BEER BOARD MEETING AT WHICH
YOUR BEER PERMIT APPLICATION IS
BEING CONSIDERED**

RECORD CHECKS

Local Record Checks:

Department:	Date:	Clerk's Signature:
Morristown Police Dept	07-15-15	
Hamblen Co Sheriff's Dept	07-15-15	

Other Record Checks:

Department:	Date:	Clerk's Signature:

POST AT LOCATION OF BUSINESS	<p align="center">City of Morristown Minimum Business License and Gross Receipt Tax</p> <p align="center">THIS LICENSE EXPIRES 05/15/2016</p>	<p align="center">License Number</p> <p align="center">9482</p>		
<table> <tr> <td> Business Name MMS-OF TN INC 4195 E AJ HWY MORRISTOWN, TN 37814-1499 </td> <td> ID: 9482 Location: 4195 E AJ HWY </td> </tr> </table>			Business Name MMS-OF TN INC 4195 E AJ HWY MORRISTOWN, TN 37814-1499	ID: 9482 Location: 4195 E AJ HWY
Business Name MMS-OF TN INC 4195 E AJ HWY MORRISTOWN, TN 37814-1499	ID: 9482 Location: 4195 E AJ HWY			
<p align="center">MINIMUM BUSINESS TAX</p> <p>This is your official notice that if gross receipts tax is not paid within 60 days from above expiration date, a distress warrant may be issued to satisfy the tax dept. Further notification of expiration is not required by law. Please make note of these dates. If paid by check, this license valid only after check is paid. This license does not permit operation unless properly zoned, and/or in compliance with all other applicable laws/rules.</p> <p>Classification: 1</p> <p>Date issued 06/04/2015</p> <p>By _____</p> <p align="right">Taxing Authority</p>	<div data-bbox="1015 556 1469 766" data-label="Image"> </div> <p align="center"> City of Morristown P.O. Box 1654 Morristown, Tennessee 37816-1654 </p> <p align="right"> PAID Total Tax </p>			

LINDA WILDER, HAMBLÉN COUNTY CLERK

LICENSE
0354393

MINIMUM BUSINESS LICENSE AND GROSS SALES RECEIPT, NOT A BILL

Total Due: 15.00
Cash: 15.00 Check: Check No.: Change:
PEGGY WK07 Drawer: 1 Site: 1
Work Date: 06/04/2015

DETACH THIS PORTION FOR CONFIDENTIAL FILE

LINDA WILDER
HAMBLÉN COUNTY CLERK
511 W. 2ND NORTH ST
MORRISTOWN, TN 37814

LICENSE
0354393

MINIMUM BUSINESS LICENSE AND GROSS SALES RECEIPT, NOT A BILL

Mailing

Location

73708 MMS-OF TN INC

MMS-OF TN INC

4195 EAST AJ HWY
MORRISTOWN, TN 37814

4195 EAST AJ HWY
MORRISTOWN, TN 37814

LOCAL ACCOUNT NUMBER 73708
STATE ACCOUNT NUMBER _____
TRANSACTION NUMBER _____
CLASS 1D
SALES TAX NUMBER 0

ISSUE DATE 06/04/15
TAX PERIOD STARTED - 06/01/2015
PAYMENT DUE BY 4/15/2016
EXPIRATION DATE 5/15/2016

TO AVOID PENALTY, INTEREST, AND POTENTIAL ENFORCED COLLECTION ACTION, BUSINESS TAX RETURNS AND PAYMENTS MUST BE REMITTED TO THE TENNESSEE DEPARTMENT OF REVENUE AT LEAST 30 DAYS PRIOR TO THE EXPIRATION DATE OF THIS LICENSE.

IF PAID BY CHECK, THIS LICENSE VALID ONLY AFTER CHECK IS PAID.

THIS LICENSE DOES NOT PERMIT OPERATION UNLESS PROPERLY ZONED, AND/OR IN COMPLIANCE WITH ALL OTHER APPLICABLE LAWS/RULES.


DEPUTY CLERK SIGNATURE PEGGY WK07 Drawer:1 Site:1

-- POST AT LOCATION OF BUSINESS --
IF BUSINESS CLOSES, MOVES, OR CHANGES OWNERS, NOTIFY THIS OFFICE [Return to Agenda](#)



TENNESSEE DEPARTMENT OF REVENUE

BLANKET CERTIFICATE OF RESALE

MMS-OF -TN INC #2
ATTN: MD KAHN
4195 E ANDREW JOHNSON HWY
MORRISTOWN TN 37814-6240

Effective Date: 06-01-15
Account Type: SALES&USE
Account No.: 106796167

4195 E ANDREW JOHNSON HWY
MORRISTOWN TN 37814-6240

Under the provisions of Tenn. Code Ann. Title 67, Chapter 6, the person named above is granted authority by the Tennessee Department of Revenue to make purchases for resale, without payment of the Sales or Use Tax, of tangible personal property or taxable services. Any merchandise obtained upon this resale certificate is subject to the Sales or Use Tax if it is used or consumed in any manner by the organization itself, or is given away, and must be reported and the tax paid thereon directly to the Department of Revenue. Certificates of Resale must not be used to obtain tangible personal property or taxable services to be used by the purchaser and not for resale. [See definition of "resale" in Tenn. Code Ann. Section 67-6-102]

The person named above must furnish its suppliers of goods and services with a COPY of this exemption certificate, which replaces the generic certificate previously issued by the Department. The lower portion of the certificate must be properly completed. The organization MUST retain the original certificate for copy purposes. The supplier will maintain a file copy as evidence of exemption. Later purchases do not require the submission of additional copies.

Effective Date 06-01-15


Richard H. Roberts
Commissioner of Revenue

TO BE COMPLETED BY THE ORGANIZATION (please print)

TO: VENDOR: _____

The undersigned certifies that the merchandise purchased on each order placed is purchased for the reason indicated below. The purchaser must notify the seller in writing if the certificate is no longer valid.

- ☐ Resale as tangible personal property, or resale of a service subject to tax.
- ☐ A component part of an article to be produced for sale by manufacturing, assembling, processing, or refining.
- ☐ Rental or leasing of tangible personal property.
- ☐ Use in accordance with the provisions of Rule 1320-5-1-.68(4). (A copy of the Direct Pay Permit must be given to the vendor.)
- ☐ _____

(Indicate the purpose for which the property is bought when no Sales or Use Tax is to be collected.)

SIGNATURE OF PURCHASER MD Kahn

TENN. CODE ANN. SECTION 67-6-607 MAKES IT A MISDEMEANOR TO MISUSE A CERTIFICATE OF REGISTRATION WITHOUT PAYING THE SALES OR USE TAXES AND SUBJECTS THE CERTIFICATE TO REVOCATION.

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ASSIGNMENT OF LEASE

From; MD Khan Manirul Islam & Selena Kader owners of lease

Assign All interest in lease to MMS-of-Tn Inc. on same terms and

Conditions as set forth in the lease.

Lease from Land owner Abdul Kader Date June 7 2015

Md Khan

MD Khan

Manirul Islam

Manirul Islam

Selena Kader

Selena Kader

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of the 7 day of May, 2015, by and between **ABDUL KADER** ("Landlord") and **MD KHAN, MD MANIRUL ISLAM, and SELENA KADER** ("Tenants").

WITNESSETH:

WHEREAS, Tenants have agreed to lease from Landlord certain commercial real property, all structures, fixtures, and related amenities at Food Center, 4195 East Andrew Johnson Highway, Morristown, Tennessee 37814. This Lease Agreement provides the terms and conditions of Tenants' tenancy.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises and the covenants and agreement hereinafter set forth and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Landlord and Tenants hereby mutually covenant and agree as follows.

ARTICLE I DEMISE; TERM OF LEASE

Section 1.01 Demise of Premises. Landlord hereby demises and leases to Tenants, and Tenants hereby take, rent, and hire from Landlord, upon and subject to the terms and conditions contained herein, the building improvements located on the real property ("Land") described in Exhibit A attached hereto and incorporated herein by reference, together with easements, rights, and other appurtenances thereto (collectively referred to as the "Premises") for the Term, as that term is defined in Section 1.02 hereof.

Section 1.02 Terms of Lease. The term of this Lease (herein called the "term") shall be One Hundred Twenty (120) months, commencing on the date of this Agreement, and ending one (1) minute before midnight on April 30, 2025, unless terminated at an earlier date pursuant to the provisions of this Agreement. Tenants shall have an option to renew this Lease Agreement on an one hundred twenty (120) month term on the terms and conditions set forth herein, provided that on the date of exercise no Event of Default (as hereinafter defined) then exists, or would exist but for the passage of time or the giving of notice, or both. Upon first renewal, Tenants shall have One additional option to renew this Lease Agreement on a one hundred twenty (120) month term on the terms and conditions set forth herein, provided that on the date of exercise no Event of Default (as hereinafter defined) then exists, or would exist but for the passage of time or the giving of notice, or both. Each option to renew may be exercised by Tenants notifying Landlord in writing on or before ninety (90) days prior to the end of the Term or any renewal term, as the case may be. If one or more options are exercised, the Term shall be deemed to include such renewal periods.

ARTICLE II. RENT

Tenants hereby agree to pay to Landlord without setoff, demand, prior notice, or deduction, as and for the rental of the Premises all of the following:

Section 2.01 Base Rent. Tenants shall pay monthly rent of \$5,000.00, payable in advance in consecutive monthly installments of \$5,000.00 each, commencing on the date of this Agreement and continuing on the same date thereafter during the Term. If any rent payment is not made within seven (7)

days after the due date, there shall be added thereto as additional rent an amount equal to five (5%) percent of the amount due, making the total due one hundred five (105%) percent of the amount that would have been due if paid on the due date. No notice or demand shall be required for the payment of additional rent to become due and payable. This five (5%) percent additional rent is not and is not intended to be either interest or penalty. The penalty will be \$150.00 each day of late payment of rent.

Section 2.02 Rent Increases during Renewal Terms. The Base Rent as set forth in Section 2.01 above shall be increased on any renewal term an additional ten percent or CPI Index rate whichever is higher over the immediate previous term or renewal term. As such, the Base Rent during the initial term of the lease shall be \$5,000.00 per each month of the term pursuant to the terms as specifically set forth in Section 2.01.

ARTICLE III. COVENANTS OF TENANT

Section 3.01 Net Lease. It is hereby declared to be the intention of Landlord and also the intention of Tenants that all rent payable to Landlord hereunder shall be net (NNN) to Landlord and that all costs, expenses, and obligations relating to the Premises, whether for insurance (Property, Liability, Building, etc.) maintenance of improvements, machinery, equipment, or otherwise, (including real estate property taxes) which may arise or become due during the Term of this Lease, shall be paid by Tenants.

Section 3.02 Real Estate Taxes. Tenants shall be responsible to pay all the real estate taxes assessed against the Land and Premises during the Term of this Lease Agreement.

Section 3.03 Use. Tenants may use and occupy the premises, subject to all rules, regulations, laws, ordinances, statutes, and requirements of all governmental authority, and any other bodies having jurisdiction over the Premises, as a gas station, convenience store, and deli, and for no other purpose without the prior written consent of Landlord.

Section 3.04 Underground Gasoline Storage Containers. Tenants shall be responsible for any and all maintenance, fees, repairs, and costs related to the underground gasoline storage containers on the Land and Premises. Further, Tenants shall be responsible for keeping the underground gasoline storage containers on the Land and Premises in compliance with all ordinances, laws, and regulations of the state, county, city, and any other governmental agencies and Tenants covenant that failure to do so shall be considered an immediate event of default under the Lease on the part of the Tenants.

Section 3.05 Indemnification. All property of every kind which may be on the Land or Premises during the term hereof, shall be at the sole risk of Tenants or those claiming under it. This Lease Agreement is made on the express condition that Landlord shall not be liable to Tenants or to any other person whatsoever for any injury, loss or damages to any person or property in or upon the Premises, and the entrances, sidewalks, walkways, parking facilities, loading areas adjoining same, and premises adjacent thereto. Tenants assume liability for, and indemnifies Landlord and Landlord's agents, employees and successors, against and holds them harmless for any and all claims (including, without limitation, claims for injury to, or death of, any person, or damage to, or loss of, any Property), actions (including, without limitations, actions for negligence, recklessness, willful misconduct or strict liability in tort, or in connection with latent or other defects, with respect to any faults or negligence by Tenants, Landlord, or any other party), suits, proceedings, costs, expenses (including legal expenses, expert fees, and reasonable attorney's fees), damages and liabilities arising, or alleged to arise, out of or in connection with the use or possession of the Land and Premises except as provided herein.

Section 3.06 Insurance. Tenants shall provide at its sole cost and expense on or before the commencement date of this Lease Agreement and shall keep in force during the Term hereof the insurance and provide copy of it as required by the landlord and its bank specified below:

- (a) Insurance covering loss or damage to Tenants' property from any cause including storms, lightning, fire and extended coverage under an All Risks Special Form Policy, in an amount not less than the full replacement cost of Tenants' personal property located on the Land and Premises without deduction for depreciation. The amount of the coverage shall be reviewed annually and increased if necessary so as to provide coverage at all times in an amount necessary to restore Tenants' property to the conditions existing just prior to the destruction or damage. The policies of insurance carried in accordance with this paragraph shall provide for not more than a \$1,000.00 deductible from the loss payable for any casualty. Annually, if requested by Landlord, Tenants will submit evidence reasonably satisfactory to Landlord demonstrating that Tenants' personal property is insured.
- (b) Commercial general liability and property damage insurance (including, but not limited to, coverage for any construction on or about the Premises) covering the legal liability of Landlord and Tenants against all claims for any bodily injury or death of persons and for damage to or destruction of property occurring on, in or about the Premises and arising out of the use or occupation of the Premises by tenants in the minimum amounts, commencing on the date of this Agreement and during the remainder of the term, on One Million Dollars (\$1,000,000.00) in connection with any single occurrence of bodily injury or death and Five Million Dollars (\$5,000,000.00) umbrella coverage, and Three Hundred Fifty Thousand Dollars (\$350,000.00) in connection with claims for property (Building) damage. The Building and Equipment insurance should be abiding by the Landlord's Bank and can be increased by the bank's request. Tenants need to buy insurance on their inventory.
- (c) Worker's compensation insurance covering all persons employed in connection with any work performed by Tenants or any repair or alteration authorized by this lease, and all employees and agents of Tenants with respect to whom death or bodily injury claims could be asserted against Landlord or Tenants, as required by applicable law.
- (d) Builder's Risk Insurance during any period of construction.
- (e) Tenants may be self-insured to the extent of applicable deductions specified in the policies so long as the aggregate deduction amounts do not exceed \$1,000.00 per occurrence. All insurance required under this Section (i) shall be written by companies of recognized financial standing with an "A" or better rating from Best or otherwise acceptable to Landlord, which are authorized to do insurance business in the State of Tennessee, (ii) shall name Landlord and its bank as an additional insured party as to the Premises, (iii) shall be reasonably satisfactory to Landlord in all respects and shall expressly provide (a) that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by Landlord and tenants of written notice thereof, and (b) that during construction of any tenants' improvements on the Premises such policies shall be in "builder's risk" form. A copy of each policy or of an certificate of insurance (acceptable in form to Landlord) in force, issued by the insurer shall be delivered to Landlord on or before the date of this Lease Agreement and with respect to renewal or replacement policies, not less than thirty (30) days prior to expiration of the policy being renewed or replaced.

Section 3.07 Restoration. If any damage to, or destruction of, all or any part of the Premises occurs, Tenants will (a) promptly give written notice thereof to Landlord, which notice shall generally describe the nature and extent of such damage or destruction, and (b) whether or not the insurance proceeds on account of such damage or destruction shall be sufficient for the purpose, at its sole cost and expense, promptly commence and thereafter diligently and continuously prosecute to completion the restoration, replacement or rebuilding of the Premises to their value, architectural condition and character as existed immediately prior to such damage or destruction so as to permit resumption of the use of the Premises (pending completion of the work, such restoration, replacement or rebuilding, together with any temporary repairs and property protection, are herein collectively referred to as "Restoration"). All insurance proceeds received on account of any damage to or destruction of the Premises or any part thereof shall be applied to pay for the cost of Restoration. To the extent any such proceeds shall be inadequate to pay such cost, Tenants shall pay all additional amounts necessary to complete the Restoration. If during the last year of the Term, the Premises are damaged by fire or other casualty, and the Restoration of the same will take ninety (90) days or more from the date of such casualty to complete, Tenants and Landlord shall have the option, exercisable by written notice to the other party within sixty (60) days after the date of such casualty to terminate this Lease effective as of the date of such notice. In such event, Landlord shall be entitled to the insurance proceeds equal to the replacement cost of the Premises.

Section 3.08 Utilities. Tenants, at Tenants' cost, shall make arrangements for an, before the same become delinquent or bear interest, penalties or additional charges or become subject to discontinuance of service, shall pay all charges for gas, heat, steam, power, telephone service, water, sewer and all other services or utilities used in, upon or about the Premises by Tenants.

Section 3.09 Compliance. Tenants agree that it will promptly comply with all ordinances and laws of the state, county, city, and other governmental agencies applicable to the Premises and all orders of the Board of Health, sanitary, and police departments, for the correction, prevention, and abatement of nuisances in or upon or connected with the Premises during the Term of this Lease, at Tenants' sole expense and cost.

Section 3.10 Inspection of Condition of Premises; Limited Warranty by Landlord.

At Tenants option, Tenants' may have the Premises inspected before occupying the Premises. In the event deficiencies in the Premises are revealed in the inspection, Tenants' may, at Tenants' option, treat the presence of such deficiencies as a failure of a condition precedent to Tenants' duty to perform under this Lease Agreement and terminate this Lease Agreement or require Landlord to make all reasonable and necessary repairs and replacements before Tenants' occupies the Premises. Once Tenants' takes physical occupancy of the Premises, Tenants' shall be deemed to have acknowledged that it has had the opportunity to inspect, test and otherwise review the condition of the Premises, and that Tenants' have accepted the Premises in all respects in reliance upon the warranties as to the condition of the Premises as provided herein in Section 5.03.

Section 3.11 Maintenance. Tenants', at all times during the Term, at its expense, shall keep the Premises in good order, condition and repair, ordinary wear, tear and damage by casualty excepted. Tenants shall promptly make or cause to be made necessary or appropriate repairs to the Premises except

as provided herein. The Term "repairs" includes, without limitation, necessary repairs of the Premises, ordinary or extraordinary, foreseen and unforeseen, including, but not limited to, the exterior and structures, walls, roofs, exterior paint, heating, plumbing and sewage facilities, electrical systems, air conditioning equipment, interior windows, doors and entrances, signs, floor coverings, non-structural columns and partitions, landscaping, and lighting.

Section 3.12 Signs. Tenants' shall not place on any portion of the Premises any sign or advertising matters without first obtaining Landlord's written approval and consent. Tenants' agree to maintain such sign or advertising matter as approved by Landlord in good condition and repair. All signs shall comply with applicable ordinances or other governmental restrictions, and the determination of such requirements and the prompt compliance therewith shall be the responsibility of Tenants.

Section 3.13 Continuous Occupancy. Tenants agree that it will continuously occupy the Premises during the Term of this Lease, and will not cease operations in the Premises without the express written consent of Landlord, unless prevented from doing business therein by reason of applicable ordinances or other acts of governmental authorities, or by acts of God, or conditions beyond the control of Tenants.

Section 3.14 Permits and Vendors. Tenants agree that it will continue to use Coffman Oil Company as its sole fuel supplier during the first ten (10) years of this Lease agreement and after that it would be Landlord's decision to change the supplier.

Section 3.15 Sublease or change of Management. Tenants shall not sublease, assign, or transfer this Lease at any time. Further, Tenants shall not change the management of the business on the Land and Premises without prior written consent of the Landlord.

Section 3.16 Fire, Casualty and All Natural Disaster Insurance. Tenants covenants that Tenants shall maintain fire, casualty and all disaster insurance at all time for all structures located on the Premises at its own cost.

ARTICLE IV. CONSTRUCTION OF IMPROVEMENTS

Section 4.01 Construction of Improvements. Tenants shall not make any alterations, improvements or additions in, on or about the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld. Landlord may require Tenants to provide Landlord, at Tenants' sole cost and expense, a bond for mechanics' and material men's liens and to insure completion of the work. Landlord may require that Tenants remove any or all such alterations at the expiration or termination of this Lease and restore the Premises to its prior condition. Included as alterations and improvements are window and floor coverings, conduit electrical wiring and panels, lighting fixtures, air lines and plumbing. Tenants shall obtain all permits required by governmental agencies for any

Landlord-approved alterations and all such alterations shall be at Tenants' sole expense. Nothing herein shall be construed as Landlord in any way designating Tenants as its agent with respect to contracting for labor and materials from parties entitled to liens on the Premises pursuant to Tennessee Code Annotated §§66-11-101 et seq., or any other applicable statutes or law. Under no circumstances shall the fee simple interest of Landlord be subject to any such lien, and all parties are hereby notified of this prohibition.

Section 4.02 Title to Improvements. Ownership of and title to all improvements and all machinery, equipment and trade fixtures now or hereafter constructed, installed or placed by Tenants upon the Premises and all alterations thereto when constructed, installed or placed upon the Premises, shall be and remain in Tenants during the continuance of this Lease, or extensions, but upon the termination hereof ownership and title to all such Premises not removed by Tenants or its subtenants shall vest in Landlord, provided, however, that Tenants shall not remove any buildings, structures, improvements or permanent components thereof. Tenants alone shall be entitled to claim, for all taxation purposes, depreciation and any applicable investment tax credits or other tax advantages related to all improvements, all machinery, equipment and trade fixtures and all alterations now or hereafter constructed, installed or placed by Tenants upon the Premises during the Term.

ARTICLE V. COVENANTS AND WARRANTIES OF LANDLORD

Section 5.01 Estate of Landlord. Landlord represents and warrants to Tenants that they have full right and lawful authority to enter into this Lease. Landlord will defend the title to the Premises against the claims of all persons whomsoever, except those claiming under Permitted Encumbrances.

Section 5.02 Quiet Possession. Landlord covenants that Tenants, upon performing and observing the obligations to be observed and performed by Tenants under this Lease, shall peaceably hold, occupy and enjoy the Premises during the Term of this Lease without interference by Landlord or by any other person, except those claiming under Permitted Encumbrances.

Section 5.03 Conditions of Premises. Landlord represents that as of the date of this Lease Agreement the Premises and Land are in a good state of repair, that the roof, foundation, water pipes, water heater, sprinklers, appliances, plumbing, air conditioning, lighting fixtures, electrical, and HVAC systems are functioning and in a good state of repair, and that there is no immediate need for repair or replacement of any of the foregoing elements of the Premises at the beginning of the initial term of this Lease except as set forth herein. Upon Tenants' occupancy of the Premises the representations herein shall terminate in accordance with Section 3.10.

Section 5.04 Environmental Covenant. Landlord covenants that Landlord is in material compliance with and has no actual knowledge of any violation of, or any investigation of any violation of, any applicable environmental law or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, that regulates or relates to or imposes liability or standards of conduct for the creation, possession, maintenance, release, or disposal, of any hazardous material which includes, but is not limited to, petroleum products, flammable explosives, radioactive materials, asbestos or any material containing asbestos, polychlorinated biphenyls, or any other hazardous, toxic, or dangerous waste, substance or material defined as such, or as a hazardous substance or any similar term, by, all in or for the purpose of any applicable environmental law, including without limitation, Section 101 (14) of CERCLA.

Section 5.05 Maintenance Agreement. Tenants covenant that Tenants at Tenants' expense shall maintain all upkeep on the land appurtenant to the Premises including but not limited to landscaping, routine mowing, and trimming. Tenants' further covenants the Tenants at Tenants' expense shall maintain all building, roofing, plumbing, Air Condition, Heater (HVAC) and all electrical systems

in all structures on the Premises. Tenants shall at Tenants' expense maintain in good repair and pleasing appearance all structural integrity, exterior painting, and roofing during the term of the Lease.

ARTICLE VI. ENVIRONMENTAL COMPLIANCE

Section 6.01 Definitions. For purposes of this Lease Agreement, the following terms shall have the following meanings:

- (a) "Applicable Environmental Laws" shall mean any "Super Fund" or "Super Lien" law, or any other federal, state or local status, law, ordinance, code, rule, regulation, order or decree, regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials or public safety and health, as may now or at any time hereafter be in effect, including, without limitation, the following, as the same may be amended or replaced from time to time, and all regulations promulgated hereunder or in connection therewith: the Superfund Amendments and Reauthorization Act of 1986; the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"); the Clean Air Act; the Clean Water Act; the Toxic Substances Control Act; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; the Hazardous Waste Management System; the Occupational Safety and Health Act of 19970; and the Tennessee Hazardous Waste Management Acts of 1977 and 1983.
- (b) "Hazardous Material" shall mean and include petroleum products, flammable explosives, radioactive materials, asbestos or any material containing asbestos, polychlorinated biphenyls, and/or any hazardous, toxic or dangerous waste, substance or material defined as such, or as a hazardous substance or any similar term, by, in or for the purpose of any Applicable Environmental Law, including, without limitation Section 101(14) of CERCLA>
- (c) "Release" shall have the meaning given such term, or any similar term by any Applicable Environmental Law.

Section 6.02 Environmental Covenants. Tenants shall (i) comply, as to the Land and the Premises, with the requirements of all Applicable Environmental Laws; (ii) keep the Land and Premises free and clear of any liens imposed pursuant to any Applicable Environmental Law; (iii) give immediate written notice to Landlord in the event Tenants' receives any notice from any governmental agency, entity, or any other party with regard to Hazardous Materials on, from or affecting the Premises; and (iv) Landlord shall conduct and complete at Landlord's expenses all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, from, or affecting the Land or Premises in accordance with all Applicable Environmental Laws.

- (a) The obligations and liabilities of Landlord under this Lease Agreement regarding Hazardous Materials shall survive the termination and cancellation of this Lease Agreement.
- (b) These Environmental Covenants shall obligate Tenants only to the extent of activities of Tenants from and after the date Tenants takes possession of the Premises, and it is expressly agreed that Tenants shall have no liability for any liens, demands, defenses, suits, proceedings, disbursements, liabilities, losses, litigation, damages, judgments, obligations, penalties, injuries, costs, expenses (including, without limitation, attorneys'

and experts' fees) and claims of any and every kind whatsoever paid, incurred, suffered by, or asserted as the result of Landlord's prior ownership, maintenance or use of the Premises, with respect to, or as a direct or indirect result of: (i) the presence in, on, over or under, or the escape, seepage, leakage, spillage, discharge, emission or release on or from, the Land or Premises of any Hazardous Materials regardless of whether or not caused by, or within the control of, Landlord; (ii) the violations of any Applicable Environmental Law relating to or affecting the Land or Premises or Tenants, whether or not caused by or within the control of Landlord; (iii) the failure by Landlord to comply fully with the terms and provisions of this Lease Agreement regarding Hazardous Material; (iv) the violation of any Applicable Environmental law in connection with any other property owned by Landlord, which violation gives or may give rise to any rights whatsoever in any party with respect to the Land or Premises by virtue of any Applicable Environmental Law, whether or not such violation is caused by or within the control of Landlord.

ARTICLE VII. **RIGHT OF FIRST REFUSAL**

Section 7.01. Right of First Refusal. At initial term of this Lease i.e. first five years, the Tenant shall have the first right of refusal to acquire the Property pursuant to the terms of the Option to Purchase as set forth at 8.01. Upon the Landlord's consideration of any offer to purchase the Property, it shall give notice to the Tenants within ten (10) days of the receipt of the offer by the Landlord and the Tenants shall have twenty (20) days from receipt of said notice in which to make offer pursuant to the terms of the Option to Purchase as set forth at 8.01. If Tenants make offer in the manner required, Tenants shall be required to close the sale of the Property within thirty (30) days following the date of its matching the offer in writing. This Offer will not be valid if the Tenants are in default (as Per Section VIII) for any reason in the initial term.

ARTICLE VIII. **DEFAULT.**

Section 8.01 Events of Default. The occurrence of any one or more of the following shall constitute an Event of Default hereunder:

- (a) The failure on the part of Tenants to pay, promptly as and when due, any rent or other sum of money due hereafter;
- (b) Any representation made by Tenants to Landlord or its agents concerning the financial condition or credit standing of Tenants or any representation or warranty contained in this Lease Agreement proves to be materially incorrect or untrue at the time it was made;
- (c) Any failure by Tenants to perform or comply with any of its respective covenants, terms, and conditions set forth herein; provided, however, that no Event of Default shall occur hereunder, except for defaults based upon Sections 3.05, 3.06, and 3.13, until the expiration of a 7-day period immediately after Landlord has provided written notice of such default to Tenants and Tenants has failure to cure the default within the 7day period or to commence curing the default with due diligence;

(d) A notice of lien, levy, or assessment is filed of record with respect to all or any assets of Tenants by the United States, or any department, agency or instrumentality thereof, or by any state, county, municipal or other governmental agency, or if any taxes or debts owing at any time or times hereafter to any of them become a lien or encumbrance upon the Premises or any other asset of Tenants or any subsidiary thereof and the same is not dismissed, discharged or bonded within thirty-days after the same becomes a lien or encumbrance or, in the case of ad valorem taxes, prior to the last day when payment may be made without penalty;

(e) The (i) entry by any Federal, state, territorial, foreign or other court or governmental department, commission, board or agency, or any arbitral tribunal or any writ, order, judgment, mandamus or other decree (whether temporary, permanent, final or subject to further appeal or review), requiring by its terms payment by Tenants (or any of its subsidiaries) of, or (ii) the consent or acknowledgment by Tenants to, or its acquiescence in, any allocation or assessment (whether interim or final) by any steering committee, any successor thereof, or any similar body or other Person requiring by its terms payment by Tenants (or any of its subsidiaries) of, or (iii) the payment by Tenants (or any of its subsidiaries) of an amount or amounts during any period of twelve (12) consecutive calendar months exceeding in the aggregate the sum of \$10,000.00 (in excess of amounts (A) funded by reserves theretofore established by Tenants or (B) the payment of which is provided by applicable insurance maintained by Tenants or its subsidiaries) in connection with any current or future actual or potential liability of Tenants and its subsidiaries under Applicable Environmental Laws for the generation, transportation, storage, disposal, Release or emission of Hazardous Materials (including cleanup costs, administrative and operating expenses, experts and consultants' fees and expenses and attorney's fees and expenses); or The filing by or against Tenants of a bankruptcy, receivership, insolvency or other proceeding, generally affecting the rights of creditors.

Section 8.02 Remedies. If an Event of Default occurs or is continuing, Landlord or those claiming under Landlord, may immediately and without notice, or any time thereafter, terminate and end this Lease, and the Term granted, as well as all of the right, title, and interest of Tenants hereunder, in which event this Lease Agreement and the Term herein granted and created, as well as all of the right, title, and interest of Tenants hereunder shall wholly cease and expire; and Landlord or those claiming under it, may immediately or at any time thereafter, and without notice of demand, enter into and upon the Premises or any part thereof, and repossess the same as of its first and former estate and expel Tenants and those claiming under Tenants and remove its effects without being taken or deemed guilty in any manner or trespass and without prejudice to any remedies that might otherwise be used for arrears of rent or breach of covenants. And it is especially agreed and understood that Landlord may retain all advance rentals or deposits in its possession as and for liquidated damages to apply against rentals to accrue during the remainder of the Term and any other damages. Upon termination, the Landlord may recover from the Tenants the worth at the time of award of the unpaid rent which had been earned at the time of termination. Article VII herein survives any termination under this provision.

Section 8.03 Tenants' Rights in the Event of Landlord's Default. In the event Landlord shall default in the timely and complete performance of Landlord's obligations under this Lease Agreement, Tenants' shall have the right to declare this Lease Agreement terminated immediately, suspend the payment of rent or other charges required under this Lease Agreement, vacate the property, and/or receive back from Landlord any security deposit or prepaid rent. Article VII herein survives any termination under this provision.

**ARTICLE IX.
MISCELLANEOUS**

Section 9.01 Advances By Landlord. If Tenants shall default in the payment of any tax, lien, assessment or charge levied or assessed against the Premises; in the payment of any utility charge, whether public or private; in the payment of indebtedness secured by a mortgage on the Premises; in the payment of insurance premiums; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder; in the performance and payment of any repairs or maintenance; or in the performance or observance of any other covenant, condition or Term of this lease Agreement, then Landlord, at its option, may pay, perform or observe the same, and all payments made for or costs incurred by such Landlord in connection therewith shall be immediately repaid as rent by Tenants to Landlord with interest thereon at the maximum rate of interest under applicable law. Landlord is hereby empowered to enter and to authorize others to enter upon the Premises or any part thereof for the purpose of performing or observing any such default covenant, condition or term, without thereby becoming liable to Tenants or any person in possession holding under Tenants.

Section 9.02 Notices. Any notice pertaining to the Premises, the occupancy thereof, or this Agreement shall be in writing and shall be deemed given when personally served or when placed in the United States mail, certified, return receipt requested, postage prepaid, and addressed to the party at the following address or at such other address provided to each party.

If to Landlord:

Abdul Kader

1353 Hartman Road

Morristown, TN 37814

If to Tenants:

MD Khan

and

MD Manirul Islam

Selena Kader

1353 Hartman Road

Section 9.03 Costs and Attorney Fees. In the event an action to enforce this Lease Agreement is brought by Landlord or Tenants, all costs, expenses, and reasonable attorney fees of the prevailing party shall be awarded to and paid by the losing party.

Section 9.04 Successors and Assigns. This Lease Agreement shall inure to the benefit of, and be binding upon, Landlord, Tenants, and their respective successors and assigns. Tenants shall not transfer, sublease, or assign any of its rights hereunder without the consent of Landlord.

Section 9.05 Severability. If any provision of this Lease Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Lease Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Section 9.06 Applicable Law. This Lease Agreement has been executed and delivered in the State of Tennessee, and it is the intention of the parties hereto that this Lease Agreement shall be interpreted, construed, and enforced according to the laws of such state.

Section 9.07 No Oral Modifications. This Lease Agreement constitutes the complete and final agreement of the parties. Neither this Lease Agreement nor any provisions thereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

Section 9.08 Cumulative Remedies. The remedies herein provided shall be in addition to, and not in substitution for, the rights and remedies vested in Landlord or Tenants by law or equity, all of which right and remedies are specifically reserved by Landlord. The remedies herein provided or otherwise available to Landlord or Tenants shall be cumulative and may be exercised concurrently. The failure to exercise any of the remedies herein provided shall not constitute a waiver thereof; nor shall use of any of the remedies herein provided prevent the subsequent or concurrent resort to any other remedy or remedies. It is intended that this clause shall be broadly construed so that all remedies herein provided or otherwise available to Landlord or Tenants shall continue and be each and all available to Landlord until this Lease Agreement expires.

Section 9.09 Holdover. It is distinctly understood and agreed by and between Landlord and Tenants that any holding over by Tenants of the Premises after the expiration of this Lease, shall operate and be construed only as a tenancy from month-to-month, terminable at the will of Landlord. Tenants shall pay rent during any holdover period in an amount equal 125% of the rent otherwise due hereunder.

Section 9.10 Mutual Waiver of Subrogation. Anything in this Lease to the contrary notwithstanding, each of Landlord and Tenants hereby waive all rights of recovery, claim, action or cause of action against the other for any loss or damage that may occur to the Premises, any improvements thereto, any personal property of Landlord or Tenants or any personal injury arising from any cause that (a) would be insured against under the terms of any insurance required to be carried hereunder; or (b) is insured against under the terms of any insurance actually carried, regardless of whether it is required hereunder. The foregoing waiver shall apply regardless of the cause or origin of the claim, including, but

not limited to, the negligence of a party or its agents, officers, employees or contractors. The foregoing waiver shall not apply to the extent that it invalidates any insurance coverage of Landlord or Tenants. Each party shall obtain any special endorsements required by its insured to evidence compliance with this waiver.

Section 9.11 Surrender. On the last day of the Term hereof, or on any sooner termination, Tenants shall surrender the Premises to Landlord in the same condition as when received, ordinary wear and tear excepted, clean and free of debris. Tenants shall repair any damage to the Premises occasioned by the installation or removal of Tenants' trade fixtures, furnishings and equipment.

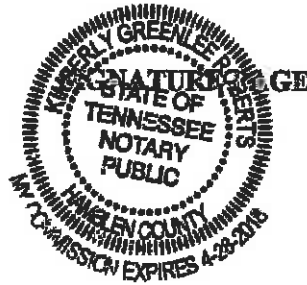
Section 9.12 Memorandum of Lease. Upon the request of any party the parties will execute counterparts of a Memorandum of Lease, in recordable form, which will include a metes and bounds description of the Premises and period of time for which the Premises are leased.

Section 9.13 Captions. The Article numbers, and the Section headings are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

Section 9.14 Counterparts. This Lease will be simultaneously executed in counterparts, each of which, when executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

Section 9.15 Estoppels Certificate. Landlord and Tenants agree that each will at any time and from time to time, but not more than ten (10) days after written request by either of them to the other, execute, acknowledge and deliver to the requesting party a statement in writing certifying that this Lease is unmodified and is in full force and effect (or if there have been such modifications, that the same is in full force and effect as modified, and stating the modification) and the date to which the rental and other charges have been paid in advance, it being intended that any such statement delivered pursuant to this Section may be relied upon by any mortgage or assignee of any mortgage upon the fee in the Premises or by the assignee of Tenants if such assignment is permitted by Landlord as otherwise herein required.

Abdul Kader
Abdul Kader, Landlord



MD Khan
MD Khan, Tenant

Manirul Islam
Manirul Islam, Tenant

Selena Kader
Selena Kader, Tenant



State of Tennessee

County of Hamilton

Subscribed and sworn to (or affirmed) before me on this 1st day of June, 2015, by Abdul Kader, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Kimberly Greenlee Roberts
Notary Public

My Commission Expires:

3-26-2017

State of Tennessee

County of Hamilton

Subscribed and sworn to (or affirmed) before me on this 1st day of June, 2015, by MD Khan, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Kimberly Greenlee Roberts
Notary Public

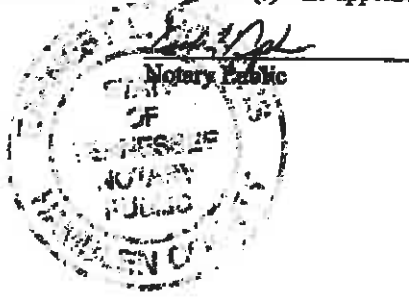
My Commission Expires:

3-26-2017

State of Tennessee

County of _____

Subscribed and sworn to (or affirmed) before me on this 1st day of June, 2015, by Manirul Islam, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



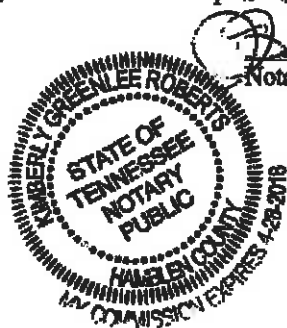
My Commission Expires:

3-26-2017

State of Tennessee

County of Hamilton

Subscribed and sworn to (or affirmed) before me on this 1 day of June, 2015, by Selena Kader, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



My Commission Expires:

April 28, 2018

Morristown Police Department

ROGER OVERHOLT
Chief of Police



BEER ORDINANCE ASSURANCE

I, the undersigned, acknowledge receipt of a copy of the City of Morristown Beer Ordinance Title 8 Chapter 2.

I understand it is my responsibility to adhere to the guidelines of this ordinance and the applicable laws of the State of Tennessee.

I understand it is my responsibility to ensure that my employees are aware of, and adhere to, all governing ordinances and laws concerning the sale of beer in my establishment.

Business Name & Address: Stop-N-Go
1833 Buffalo Tr.
MORRISTOWN, TN. 37814

MD Khan
Signature

FOOD CENTER
4495 E.A.J. Hwy.
Morristown, TN 37814

MD KHAN
Print Name

7-24-2015
Date

Esco R. Jarnagin
Sheriff

Wayne Mize
Chief Deputy



COPY

Sheriff of Hamblen County

510 Allison Street
Morristown, Tennessee 37814

HAMBLLEN CO. ARREST RECORD SEARCH

DATE: 7/16/2015

AN ARREST RECORD SEARCH WAS PROVIDED FOR THE FOLLOWING
INDIVIDUAL:

NAME: MO Khan

DATE OF BIRTH: [REDACTED] 1976

INDIVIDUAL HAS NO RECORD AT THE HAMBLLEN CO. SHERIFF'S DEPT. ☒

Has Arrest with Morristown Police Department, Please Contact MPD-423-585-2710

INDIVIDUAL HAS THE FOLLOWING RECORD AT THE HAMBLLEN CO. SHERIFF'S DEPT:

NO RECORD

JUL 15 2015

HCSD

IF YOU HAVE ANY QUESTIONS PLEASE CONTACT THE HAMBLLEN CO.
SHERIFF'S DEPT. RECORDS OFFICE AT (423) 585-2769. THIS
RECORD CHECK IS A COUNTY RECORD CHECK ONLY.

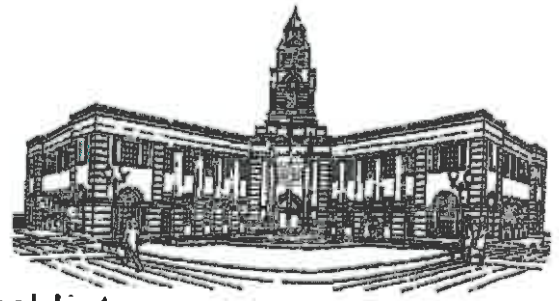
Kim Sipe

PHONE: (423) 586-3781 - Administrative
(423) 585-2720 - Jail
FAX: (423) 587-1658 - Administrative
(423) 587-1329 - Jail



Date: 07-15-15
[Return to Agenda](#)

City of Morristown Beer Board



COPY

Beer Permit Application Checklist

Application Date: 6-22-15

Applicant's Name: MM5-DE-TN INC

DBA: Stop-N-Go

Contact Name MD Khan Contact # 423-

Provided By Applicant

- ☒ Application
- ☒ Application fee
- ☒ Authorization for Criminal History Inquiry
- ☒ Designation of Registered Office and Registered Agent
- ☒ Certified copy of deed or copy of lease agreement
- ☒ Sales Tax Certification (copy of certification of registration)
- ☒ Restaurant seating area plan showing a minimum of 75 seats
- ☒ Certified Site Plan and Floor Plan (if facility is not existing)

*423.
D.D.

Provided By the City of Morristown

☐ Site Plan Certification (by City Engineer)

Current taxes verified

- ☒ City Taxes
- ☒ County Taxes

Public Notices

- ☒ Notice of Beer Board Meeting
- ☒ Signs Posted at Location of Business – Date Posted: 7-16-15
- ☒ Newspaper Notice of Application – Date Ran in Paper: 7-23-15
- ☒ Background Investigation
- ☐ Date of Beer Board Approval: _____
- ☐ Copy of Permit (Number _____) Issued
- ☐ Prorated Privilege Tax Paid

B. Alley

Signature of person verifying completion of checklist

P.O. Box 1283 • Morristown, Tennessee 37816-1283 • Phone (423)586-1215 • Fax (423)587-9518

IDENTIFICATION

X Md Khan

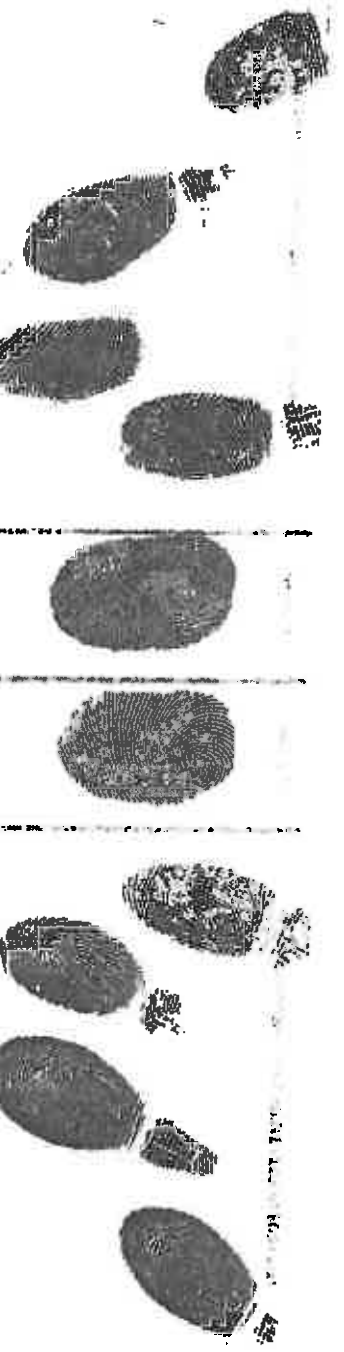
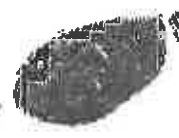
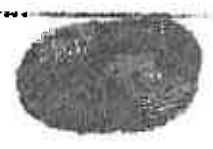
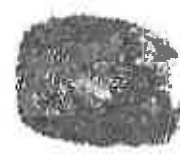
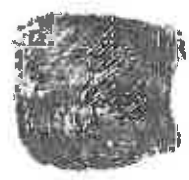
1833 Bithab Trail
Mons. Star TN 37814
72313 1/1/13

Khan MD Abdul

U.S.

15'3" V33 BR BR Bangladesh

[Redacted]



CITY OF MORRISTOWN
100 W 1ST NORTH ST
MORRISTOWN TN 37814-1499

RECPT#: 461897

06/12/15 16:09 tdenoss

CUSTOMER#:0

NAME:

BEER PERMIT

CHG: 808 * .

BEER BOND

250.00

PAID AMT

25 PAID BY NAME

NMS OF TN INCPAY METHOD

CHECK

3003

AMT TENDERED:

AMT APPLIED: 250.00

CHANGE: 250.00

AUTHORIZATION FOR CRIMINAL HISTORY INQUIRY

6-12-15
Date

I, the undersigned applicant, or duly authorized signatory for applicant, for a permit authorizing the sale of beer within the City of Morristown, Tennessee, do hereby authorize the City of Morristown, by and through it's agents and representatives and employees, to make inquiry, whether verbal, written, or electronic, of any and all law enforcement agencies or clerks of courts, whether, state, federal or local, concerning my criminal history of any convictions that I have had for any misdemeanor or felony, involving other than minor traffic violations, within the last ten (10) years form the date above.

I, the undersigned, further authorize any and all law enforcement agencies or clerks of courts, whether state, federal or local, or any state, federal, local or national entity storing and providing criminal history data, to release the afore stated information to the City of Morristown.

Residences for Past 10 Years

USA Cons
Dec 14 2007

MD Khan
Name - Printed

[REDACTED]
Date of Birth

[REDACTED]
Social Security Number

1341 Hattaway Road
Street Address

MORRISTOWN TENN 37814
City, State and Zip Code

MD Khan
Signature

DD Roberts
Name of Witness - Printed

2627 Lakewood Dr.
Street Address

MORRISTOWN TENN 37814
City, State and Zip Code

DD Roberts
Signature

**CITY OF MORRISTOWN
APPLICATION FOR BEER PERMIT**

Received by Tax Office:

DATE: 6-12-15

I N S T R U C T I O N S

1. Answer all questions completely or check appropriate box. If question is not applicable, write "NA". Write "unknown" only if you do not know the answer. Use blank space at end of form for extra details on any question for which you have insufficient space.
2. Type, print, or write carefully. Illegible or incomplete forms will not receive consideration.
3. Consider your answers carefully. Your signature at the end of this form will certify as to their correctness.

SECTION I - OWNERSHIP INFORMATION

1- Name of Owner

MMS-OF-TN INC

2- Check One for the Type of Ownership

<input type="checkbox"/> Person	<input type="checkbox"/> Firm	<input type="checkbox"/> Partnership
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Syndicate	<input type="checkbox"/> Association
<input type="checkbox"/> Joint-Stock Company		

3- Name(s), date(s) of birth and social security number(s) of all person(s) who own a 5% or greater interest in the owner (Attach supplemental sheet if needed).

4- If you are the sole owner of the business listed above, please complete all remaining questions in the application.

5- If the owner listed in # 4, above is a corporation, firm, joint-stock company, syndicate, partnership or association, please complete Sections III, VI, VII, VIII and X of this application. Additionally, if the owner listed in # 4, above is a partnership, please complete Sections II, III, IV, and V for each partner.

SECTION II - GENERAL DATA

1- Full Name (last, first, middle)	2- Age Date of Birth	3- Sex Male <input type="checkbox"/> Female <input type="checkbox"/>
4- Height	5- Weight	6- Color of Eyes
7- Color of Hair	8- Type Complexion	9- Type Build
10- Social Security No.	11- Driver's License No. & State of Issue	

12- Father's Full Name	13- Mother's Maiden Name
14- Previous Employment	
15- Marital Status	16- Spouse's Name
Married <input checked="" type="checkbox"/> Single <input type="checkbox"/>	
NONE	MST NCSD
17- Scars (Type and Location)	
NONE	
18- Other Distinguishing Features	
1341 NORTMAN ROAD MORRISTOWN TOWN 37814	
19- Current Address	
1341 NORTMAN ROAD MORRISTOWN TOWN	
20- Permanent Address	
21- Home Telephone No.	22- Work Telephone No.
NONE	423 587 9134
23- Legal Residence	24- Nickname
	NONE
25- Other Names You Have Used	
26- Indicate circumstances (including length of time under which you have ever used these names)	
27- If legally changed, give particulars (where and by what authority)	

SECTION III - CITIZENSHIP

To be completed by individual owners and each partner in a partnership

- 1- Are you a U.S. citizen or legal alien?
 Yes ☒ No ☐
- 2- If you are a legal alien, please provide your certificate number.

To be completed by all other types of owners listed

- 3- Are you domiciled in the State of Tennessee?
 Yes ☒ No ☐

SECTION IV - MILITARY SERVICE

1- In what military organizations have you served?		
NONE		
2- Date of separation	3- Total length of service	
4- Serial or file No.	5- Rank or grade	6- Type of discharge

SECTION V – RESIDENCES FOR THE PAST 10 YEARS

To be completed by individual owners (Use supplemental sheet if needed)

<u>Address – Most recent first</u>				<u>Inclusive dates</u>	
<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State/Zip</u>	<u>From</u>	<u>To</u>

SECTION VI – ADDITIONAL INFORMATION

Special Instructions

If your answer is "yes" to any of the following questions, please provide complete details for each question on a separate signed sheet and attach the sheet to this form. A "yes" answer does not mean automatic refusal of a beer permit; however, failure to disclose may result in such a denial.

To be completed by individual owners:

- 1- Have you ever been arrested, indicted or convicted for any violation of the law other than minor traffic violations?
Yes _____ No ☒
- 2- Have you ever been arrested or court-martialed under military law or regulation?
Yes _____ No ☒

To be completed by all other types of owners listed:

- 3- Has any member listed on this application or any supplemental information form been arrested, indicted or convicted for any violation of the law other than minor traffic violations?
Yes _____ No ☒
 - 4- Has any member listed on this application or any supplemental information form been arrested or court-martialed under military law or regulation?
Yes _____ No ☒
-

SECTION VII - PERMIT DATA

- 1- Type of Permit Applied For:
On Premise _____ Off Premise ☒
- 2- Type of Business: Restaurant _____ Distributor _____
Patriotic Organization _____ Club _____
Drug Store _____ Full Line Grocery Store _____
Convenience Store ☒ Lodge _____

<p>Charters that have been issued by the State of Tennessee must be presented with this completed application in all cases of lodges, patriotic organizations, and clubs. These charters will be examined and returned to applicant at the time this application is presented before the Beer Board</p>	<p style="text-align: center;">DO NOT WRITE IN THIS BLOCK For Use by City of Morristown Only</p> <p>Charter Presented Yes _____ No _____ Charter Returned Yes _____ No _____</p> <p>Issued by _____ Date _____ in Name of _____</p> <p>Signature of Tax Clerk _____</p>
---	--

- 3- Do you possess a valid business license issued by the City of Morristown?
Yes ☒ No _____
Date of Issue 10/4/15

- 4- Complete address of business wherein beer is to be sold:
1833 Buford Trail - Morristown - TN

<p>DO NOT WRITE IN THIS BLOCK For Use by City of Morristown Only</p>	
<p>Requested location is in a Nonconforming _____ Conforming _____ location under the zoning laws and ordinances of the City of Morristown.</p> <p>For Off Premise Permits Only: Is requested location within 150 ft. of property on which any church, school, or city park is located? Yes _____ No _____ N/A <input checked="" type="checkbox"/></p> <p>If yes, identify establishment. _____</p> <div style="text-align: right; margin-top: 10px;"> <p>Signature of City Planner <u>[Signature]</u></p> </div> <p>Have occupancy issues been addressed by City Inspections?: Non-Conforming _____ Conforming _____</p> <div style="text-align: right; margin-top: 10px;"> <p>Signature of City Inspector <u>[Signature]</u></p> </div> <p>Have fire code inspections been completed?: Non-Conforming _____ Conforming _____</p> <div style="text-align: right; margin-top: 10px;"> <p>Signature of Fire Marshal <u>[Signature]</u></p> </div>	

5- Complete name of business wherein beer is to be sold:

STOP-N-GO Market 1833 Buffalo Trail

6- Do you now possess a beer license? Yes ☒ No ☐ If yes, list name of business, address, and type of license on separate sheet.

STOP & GO 1833 Buffalo Trail Off-Premise

7- Identify the Registered Agent (chapter 209 of the Beer Ordinance)

MD Khan 1833 Buffalo Trail Morristown Tenn 37814

8- Identify the individual who is to receive annual tax notices and any other communication from the Tax Office, City Council, or Beer Board and list their address.

MD Khan 1833 Buffalo Trail
Morristown Tenn. 37814

SECTION VIII - GENERAL INFORMATION AND AGREEMENTS

1- Do you agree not to engage in the sale, storage, manufacture, or distribution of beer other than at the place for which a permit was issued?
Yes ☒ No ☐

2- Do you agree that sale, storage, manufacture, or distribution of beer will be made only in accordance with the permit granted?
Yes ☒ No ☐

3- Do you agree that no sales will be made to any person under twenty-one years of age?
Yes ☐ No ☐

4- Have you received and read the Beer Ordinance of the City of Morristown, and do you agree not to violate any of its requirements?
Yes ☒ No ☐

5- Have you ever had a license for the sale, storage, manufacture, or distribution of legalized beer revoked?
Yes ☐ No ☒
If the answer is yes, give complete details on separate sheet of paper.

To be completed by individual owners:

6- Have you or any of your employees involved in the distribution, storage, manufacture, or sale of beer ever been convicted of any violation of any law involving prohibition, sale, manufacture, storage, distribution or transportation of any alcoholic beverage or any crime involving moral turpitude within the past 10 years immediately preceding the date of this application?
Yes ☐ No ☒
If the answer is yes, give complete details on separate sheet of paper.

To be completed by all other types of owners listed:

- 7- Has any person listed on this application or any supplemental information form involved in the distribution, storage, manufacture, or sale of beer ever been convicted of any violation of any law involving prohibition, sale, manufacture, storage, distribution or transportation of any alcoholic beverage or any crime involving moral turpitude within the past 10 years immediately preceding the date of this application?
Yes _____ No ☒
If the answer is yes, give complete details on separate sheet of paper.

- 8- Do you agree not to employ any person so convicted?
Yes ☒ No _____

- 9- Do any brewers, manufacturers, distributors or warehousemen of legalized beer have any interest in the business, financial or otherwise or in the premises upon or in which the business is to be licensed to sell beer at retail?
Yes _____ No ☒
If the answer is yes, give complete details on separate sheet of paper.

To be completed by individual owners and partnerships:

- 10- Are you willing to be fingerprinted by the Police Department, City of Morristown?
Yes ☒ No _____

To be completed by all other types of owners listed:

- 11- If requested, are you willing for any member listed with a 5% or greater ownership to be fingerprinted by the Morristown Police Department?
Yes ☒ No _____

- 12- Is a completed fingerprint card submitted with this application?
Yes _____ No ☒
Applicant may have cards completed at Morristown Police Department.

SECTION IX - REFERENCES

Please give the correct name, address, zip code, and telephone number of at least three people who have known you personally for a period of at least three years.

Name	Address	City/State/Zip	Phone
------	---------	----------------	-------

Abdul Kader	Morristown	Tenn 941	
James Ramsey	Morristown	Tenn 423	
DD Roberts	Morristown	Tenn 423	

SECTION X - SIGNATURES

STATE OF TENNESSEE
COUNTY OF HAMBLEN

The undersigned MD. Khan, hereby makes oath and swears that all the facts and answers set forth in the above application are true and correct to the best of my knowledge, information, and belief; that misrepresentation of facts and/or withholding of information on this application may result in the denial of a beverage permit now and can forfeit the eligibility to receive any permit for a period of ten (10) years, that I will comply with the laws of the United States, and of the State of Tennessee, and Ordinances of the City of Morristown, that I have received a copy of and read the Beer Ordinance of the City of Morristown, and all amendments thereto. The undersigned further makes oath that if the owner is a corporation, firm, joint-stock company, syndicate, partnership or association, that he or she is authorized to execute this application on behalf of the owner.

In testimony whereof witness my signature on this the 12 day of JUNE, 2015

MD Khan
Applicant

Sworn to and subscribed by Earnest L. Hopkins before me, a notary public in and for said State and County, on this the 12 day of June, 2015

Earnest L. Hopkins
Notary Public

My commission expires

3-26-17



*** * * NOTICE * * ***

**YOUR PRESENCE IS REQUIRED AT THE
BEER BOARD MEETING AT WHICH
YOUR BEER PERMIT APPLICATION IS
BEING CONSIDERED**


RECORD CHECKS

Local Record Checks:

Department:	Date:	Clerk's Signature:
Morristown Police Dept	07-15-15	
Hamblen Co Sheriff's Dept	07-15-15	

Other Record Checks:

Department:	Date:	Clerk's Signature:

POST AT LOCATION OF BUSINESS	<p align="center">City of Morristown Minimum Business License and Gross Receipt Tax</p> <p align="center">THIS LICENSE EXPIRES 05/15/2016</p>	<p align="center">License Number</p> <p align="center">9483</p>		
<table border="0"> <tr> <td> Business Name MMS-OF TN INC 1833 BUFFALO TRAIL MORRISTOWN, TN 37814 </td> <td align="right"> ID: 9483 Location: 1833 BUFFALO TRAIL </td> </tr> </table>			Business Name MMS-OF TN INC 1833 BUFFALO TRAIL MORRISTOWN, TN 37814	ID: 9483 Location: 1833 BUFFALO TRAIL
Business Name MMS-OF TN INC 1833 BUFFALO TRAIL MORRISTOWN, TN 37814	ID: 9483 Location: 1833 BUFFALO TRAIL			
<p align="center">MINIMUM BUSINESS TAX</p> <p>This is your official notice that if gross receipts tax is not paid within 60 days from above expiration date, a distress warrant may be issued to satisfy the tax dept. Further notification of expiration is not required by law. Please make note of these dates. If paid by check, this license valid only after check is paid. This license does not permit operation unless properly zoned, and/or in compliance with all other applicable laws/rules.</p> <p>Classification: 1</p> <p>Date issued 06/04/2015</p> <p>By _____</p> <p align="right">Taxing Authority</p>	<div align="center">  <p>City of Morristown P.O. Box 1654 Morristown, Tennessee 37816-1654</p> </div> <p align="right"> PAID Total Tax </p>			

LINDA WILDER, HAMBLÉN COUNTY CLERK

LICENSE
0354392

MINIMUM BUSINESS LICENSE AND GROSS SALES RECEIPT, NOT A BILL

Total Due: 15.00
Cash: 15.00 Check: Check No.: Change:
PEGGY WK07 Drawer: 1 Site: 1
Work Date: 06/04/2015

DETACH THIS PORTION FOR CONFIDENTIAL FILE

LINDA WILDER
HAMBLÉN COUNTY CLERK

511 W. 2ND NORTH ST
MORRISTOWN, TN 37814

LICENSE
0354392

MINIMUM BUSINESS LICENSE AND GROSS SALES RECEIPT, NOT A BILL

Mailing

Location

73707 MMS S - OF TN INC

1833 BUFFALO TRAIL
MORRISTOWN, TN 37814

MMS S - OF TN INC

1833 BUFFALO TRAIL
MORRISTOWN, TN 37814

LOCAL ACCOUNT NUMBER 73707
STATE ACCOUNT NUMBER _____
TRANSACTION NUMBER _____
CLASS 1D
SALES TAX NUMBER 0

ISSUE DATE 06/04/15
TAX PERIOD STARTED - 06/04/2015
PAYMENT DUE BY 4/15/2016
EXPIRATION DATE 5/15/2016

TO AVOID PENALTY, INTEREST, AND POTENTIAL ENFORCED COLLECTION ACTION, BUSINESS TAX RETURNS AND PAYMENTS MUST BE REMITTED TO THE TENNESSEE DEPARTMENT OF REVENUE AT LEAST 30 DAYS PRIOR TO THE EXPIRATION DATE OF THIS LICENSE.

IF PAID BY CHECK, THIS LICENSE VALID ONLY AFTER CHECK IS PAID.

THIS LICENSE DOES NOT PERMIT OPERATION UNLESS PROPERLY ZONED, AND/OR IN COMPLIANCE WITH ALL OTHER APPLICABLE LAWS/RULES.


DEPUTY CLERK SIGNATURE

PEGGY WK07 Drawer:1 Site:1

-- POST AT LOCATION OF BUSINESS --
IF BUSINESS CLOSÉS, MOVES, OR CHANGES OWNERS, NOTIFY THIS OFFICE

[Return to Agenda](#)



TENNESSEE DEPARTMENT OF REVENUE

BLANKET CERTIFICATE OF RESALE


MMS-OF-TN INC
ATTN: MD KAHN
1833 BUFFALO TRL
MORRISTOWN TN 37814-4331

Effective Date: 06-01-15
Account Type: SALES&USE
Account No.: 106796112
1833 BUFFALO TRL
MORRISTOWN TN 37814-4331

Under the provisions of Tenn. Code Ann. Title 67, Chapter 6, the person named above is granted authority by the Tennessee Department of Revenue to make purchases for resale, without payment of the Sales or Use Tax, of tangible personal property or taxable services. Any merchandise obtained upon this resale certificate is subject to the Sales or Use Tax if it is used or consumed in any manner by the organization itself, or is given away, and must be reported and the tax paid thereon directly to the Department of Revenue. Certificates of Resale must not be used to obtain tangible personal property or taxable services to be used by the purchaser and not for resale. [See definition of "resale" in Tenn. Code Ann. Section 67-6-102]

The person named above must furnish its suppliers of goods and services with a COPY of this exemption certificate, which replaces the generic certificate previously issued by the Department. The lower portion of the certificate must be properly completed. The organization MUST retain the original certificate for copy purposes. The supplier will maintain a file copy as evidence of exemption. Later purchases do not require the submission of additional copies.

Effective Date 06-01-15


Richard H. Roberts
Commissioner of Revenue

TO BE COMPLETED BY THE ORGANIZATION (please print)

TO: VENDOR: _____

The undersigned certifies that the merchandise purchased on each order placed is purchased for the reason indicated below. The purchaser must notify the seller in writing if the certificate is no longer valid.

- () Resale as tangible personal property, or resale of a service subject to tax.
() A component part of an article to be produced for sale by manufacturing, assembling, processing, or refining.
() Rental or leasing of tangible personal property.
() Use in accordance with the provisions of Rule 1320-5-1-.68(4). (A copy of the Direct Pay Permit must be given to the vendor.)
() _____

(Indicate the purpose for which the property is bought when no Sales or Use Tax is to be collected.)

SIGNATURE OF PURCHASER MD Kahn

TENN. CODE ANN. SECTION 67-6-607 MAKES IT A MISDEMEANOR TO MISUSE A CERTIFICATE OF REGISTRATION WITHOUT PAYING THE SALES OR USE TAXES AND SUBJECTS THE CERTIFICATE TO REVOCATION.

ASSIGNMENT OF LEASE

From; MD Khan Manirul Islam & Selena Kader owners of lease

Assign All interest in lease to MMS-of-Tn Inc. on same terms and

Conditions as set forth in the lease.

Lease from Land owner Abdul Kader Date June____2015

MD Khan

MD Khan

Manirul Islam

Manirul Islam

Selena Kader

Selena Kader

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of the 1 day of May, 2015, by and between **ABDUL KADER** ("Landlord") and **MD KHAN, MD MANIRUL ISLAM, and SELENA KADER** ("Tenants").

WITNESSETH:

WHEREAS, Tenants have agreed to lease from Landlord certain commercial real property, all structures, fixtures, and related amenities at Stop -N- Go Market, 1833 Buffalo Trail, Morristown, Tennessee 37814. This Lease Agreement provides the terms and conditions of Tenants' tenancy.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises and the covenants and agreement hereinafter set forth and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Landlord and Tenants hereby mutually covenant and agree as follows.

ARTICLE I. DEMISE; TERM OF LEASE

Section 1.01 Demise of Premises. Landlord hereby demises and leases to Tenants, and Tenants hereby take, rent, and hire from Landlord, upon and subject to the terms and conditions contained herein, the building improvements located on the real property ("Land") described in Exhibit A attached hereto and incorporated herein by reference, together with easements, rights, and other appurtenances thereto (collectively referred to as the "Premises") for the Term, as that term is defined in Section 1.02 hereof.

Section 1.02 Terms of Lease. The term of this Lease (herein called the "term") shall be One Hundred Twenty (120) months, commencing on the date of this Agreement, and ending one (1) minute before midnight on April 30, 2025, unless terminated at an earlier date pursuant to the provisions of this Agreement. Tenants shall have an option to renew this Lease Agreement on an one hundred twenty (120) month term on the terms and conditions set forth herein, provided that on the date of exercise no Event of Default (as hereinafter defined) then exists, or would exist but for the passage of time or the giving of notice, or both. Upon first renewal, Tenants shall have One additional option to renew this Lease Agreement on a one hundred twenty (120) month term on the terms and conditions set forth herein, provided that on the date of exercise no Event of Default (as hereinafter defined) then exists, or would exist but for the passage of time or the giving of notice, or both. Each option to renew may be exercised by Tenants notifying Landlord in writing on or before ninety (90) days prior to the end of the Term or any renewal term, as the case may be. If one or more options are exercised, the Term shall be deemed to include such renewal periods.

ARTICLE II. RENT

Tenants hereby agree to pay to Landlord without setoff, demand, prior notice, or deduction, as and for the rental of the Premises all of the following:

Section 2.01 Base Rent. Tenants shall pay monthly rent of \$4,000.00, payable in advance in consecutive monthly installments of \$4,000.00 each, commencing on the date of this Agreement and continuing on the same date thereafter during the Term. If any rent payment is not made within seven (7) days after the due date, there shall be added thereto as additional rent an amount equal to five (5%)

percent of the amount due, making the total due one hundred five (105%) percent of the amount that would have been due if paid on the due date. No notice or demand shall be required for the payment of additional rent to become due and payable. This five (5%) percent additional rent is not and is not intended to be either interest or penalty. The penalty will be \$150.00 each day of late payment of rent.

Section 2.02 Rent Increases during Renewal Terms. The Base Rent as set forth in Section 2.01 above shall be increased on any renewal term an additional ten percent or CPI Index rate whichever is higher over the immediate previous term or renewal term. As such, the Base Rent during the initial term of the lease shall be \$4,000.00 per each month of the term pursuant to the terms as specifically set forth in Section 2.01.

ARTICLE III. COVENANTS OF TENANT

Section 3.01 Net Lease. It is hereby declared to be the intention of Landlord and also the intention of Tenants that all rent payable to Landlord hereunder shall be net (NNN) to Landlord and that all costs, expenses, and obligations relating to the Premises, whether for insurance (Property, Liability, Building, etc.) maintenance of improvements, machinery, equipment, or otherwise, (Including real estate property taxes) which may arise or become due during the Term of this Lease, shall be paid by Tenants.

Section 3.02 Real Estate Taxes. Tenants shall be responsible to pay all the real estate taxes assessed against the Land and Premises during the Term of this Lease Agreement.

Section 3.03 Use. Tenants may use and occupy the premises, subject to all rules, regulations, laws, ordinances, statutes, and requirements of all governmental authority, and any other bodies having jurisdiction over the Premises, as a gas station, convenience store, and deli, and for no other purpose without the prior written consent of Landlord.

Section 3.04 Underground Gasoline Storage Containers. Tenants shall be responsible for any and all maintenance, fees, repairs, and costs related to the underground gasoline storage containers on the Land and Premises. Further, Tenants shall be responsible for keeping the underground gasoline storage containers on the Land and Premises in compliance with all ordinances, laws, and regulations of the state, county, city, and any other governmental agencies and Tenants covenant that failure to do so shall be considered an immediate event of default under the Lease on the part of the Tenants.

Section 3.05 Indemnification. All property of every kind which may be on the Land or Premises during the term hereof, shall be at the sole risk of Tenants or those claiming under it. This Lease Agreement is made on the express condition that Landlord shall not be liable to Tenants or to any other person whatsoever for any injury, loss or damages to any person or property in or upon the Premises, and the entrances, sidewalks, walkways, parking facilities, loading areas adjoining same, and premises adjacent thereto. Tenants assume liability for, and indemnifies Landlord and Landlord's agents, employees and successors, against and holds them harmless for any and all claims (including, without limitation, claims for injury to, or death of, any person, or damage to, or loss of, any Property), actions (including, without limitations, actions for negligence, recklessness, willful misconduct or strict liability in tort, or in connection with latent or other defects, with respect to any faults or negligence by Tenants, Landlord, or any other party), suits, proceedings, costs, expenses (including legal expenses, expert fees, and reasonable attorney's fees), damages and liabilities arising, or alleged to arise, out of or in connection with the use or possession of the Land and Premises except as provided herein.

Section 3.06 Insurance. Tenants shall provide at its sole cost and expense on or before the commencement date of this Lease Agreement and shall keep in force during the Term hereof the insurance and provide copy of it as required by the landlord and its bank specified below:

- (a) Insurance covering loss or damage to Tenants' property from any cause including storms, lightning, fire and extended coverage under an All Risks Special Form Policy, in an amount not less than the full replacement cost of Tenants' personal property located on the Land and Premises without deduction for depreciation. The amount of the coverage shall be reviewed annually and increased if necessary so as to provide coverage at all times in an amount necessary to restore Tenants' property to the conditions existing just prior to the destruction or damage. The policies of insurance carried in accordance with this paragraph shall provide for not more than a \$1,000.00 deductible from the loss payable for any casualty. Annually, if requested by Landlord, Tenants will submit evidence reasonably satisfactory to Landlord demonstrating that Tenants' personal property is insured.
- (b) Commercial general liability and property damage insurance (including, but not limited to, coverage for any construction on or about the Premises) covering the legal liability of Landlord and Tenants against all claims for any bodily injury or death of persons and for damage to or destruction of property occurring on, in or about the Premises and arising out of the use or occupation of the Premises by tenants in the minimum amounts, commencing on the date of this Agreement and during the remainder of the term, on One Million Dollars (\$1,000,000.00) in connection with any single occurrence of bodily injury or death and Five Million Dollars (\$5,000,000.00) umbrella coverage, and Three Hundred Fifty Thousand Dollars (\$350,000.00) in connection with claims for property (Building) damage. The Building and Equipment insurance should be abiding by the Landlord's Bank and can be increased by the bank's request. Tenants need to buy insurance on their inventory.
- (c) Worker's compensation insurance covering all persons employed in connection with any work performed by Tenants or any repair or alteration authorized by this lease, and all employees and agents of Tenants with respect to whom death or bodily injury claims could be asserted against Landlord or Tenants, as required by applicable law.
- (d) Builder's Risk Insurance during any period of construction.
- (e) Tenants may be self-insured to the extent of applicable deductions specified in the policies so long as the aggregate deduction amounts do not exceed \$1,000.00 per occurrence. All insurance required under this Section (i) shall be written by companies of recognized financial standing with an "A" or better rating from Best or otherwise acceptable to Landlord, which are authorized to do insurance business in the State of Tennessee, (ii) shall name Landlord and its bank as an additional insured party as to the Premises, (iii) shall be reasonably satisfactory to Landlord in all respects and shall expressly provide (a) that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by Landlord and tenants of written notice thereof, and (b) that during construction of any tenants' improvements on the Premises such policies shall be in "builder's risk" form. A copy of each policy or of an certificate of insurance (acceptable in form to Landlord) in force, issued by the insurer shall be delivered to Landlord on or before the date of this Lease Agreement and with respect to renewal or replacement policies, not less than thirty (30) days prior to expiration of the policy being renewed or replaced.

Section 3.07 Restoration. If any damage to, or destruction of, all or any part of the Premises occurs, Tenants will (a) promptly give written notice thereof to Landlord, which notice shall generally describe the nature and extent of such damage or destruction, and (b) whether or not the

insurance proceeds on account of such damage or destruction shall be sufficient for the purpose, at its sole cost and expense, promptly commence and thereafter diligently and continuously prosecute to completion the restoration, replacement or rebuilding of the Premises to their value, architectural condition and character as existed immediately prior to such damage or destruction so as to permit resumption of the use of the Premises (pending completion of the work, such restoration, replacement or rebuilding, together with any temporary repairs and property protection, are herein collectively referred to as "Restoration"). All insurance proceeds received on account of any damage to or destruction of the Premises or any part thereof shall be applied to pay for the cost of Restoration. To the extent any such proceeds shall be inadequate to pay such cost, Tenants shall pay all additional amounts necessary to complete the Restoration. If during the last year of the Term, the Premises are damaged by fire or other casualty, and the Restoration of the same will take ninety (90) days or more from the date of such casualty to complete, Tenants and Landlord shall have the option, exercisable by written notice to the other party within sixty (60) days after the date of such casualty to terminate this Lease effective as of the date of such notice. In such event, Landlord shall be entitled to the insurance proceeds equal to the replacement cost of the Premises.

Section 3.08 Utilities. Tenants, at Tenants' cost, shall make arrangements for an, before the same become delinquent or bear interest, penalties or additional charges or become subject to discontinuance of service, shall pay all charges for gas, heat, steam, power, telephone service, water, sewer and all other services or utilities used in, upon or about the Premises by Tenants.

Section 3.09 Compliance. Tenants agree that it will promptly comply with all ordinances and laws of the state, county, city, and other governmental agencies applicable to the Premises and all orders of the Board of Health, sanitary, and police departments, for the correction, prevention, and abatement of nuisances in or upon or connected with the Premises during the Term of this Lease, at Tenants' sole expense and cost.

Section 3.10 Inspection of Condition of Premises; Limited Warranty by Landlord.
At Tenants option, Tenants' may have the Premises inspected before occupying the Premises. In the event deficiencies in the Premises are revealed in the inspection, Tenants' may, at Tenants' option, treat the presence of such deficiencies as a failure of a condition precedent to Tenants' duty to perform under this Lease Agreement and terminate this Lease Agreement or require Landlord to make all reasonable and necessary repairs and replacements before Tenants' occupies the Premises. Once Tenants' takes physical occupancy of the Premises, Tenants' shall be deemed to have acknowledged that it has had the opportunity to inspect, test and otherwise review the condition of the Premises, and that Tenants' have accepted the Premises in all respects in reliance upon the warranties as to the condition of the Premises as provided herein in Section 5.03.

Section 3.11 Maintenance. Tenants', at all times during the Term, at its expense, shall keep the Premises in good order, condition and repair, ordinary wear, tear and damage by casualty excepted. Tenants shall promptly make or cause to be made necessary or appropriate repairs to the Premises except as provided herein. The Term "repairs" includes, without limitation, necessary repairs of the Premises, ordinary or extraordinary, foreseen and unforeseen, including, but not limited to, the exterior and structures, walls, roofs, exterior paint, heating, plumbing and sewage facilities, electrical systems, air

conditioning equipment, interior windows, doors and entrances, signs, floor coverings, non-structural columns and partitions, landscaping, and lighting.

Section 3.12 Signs. Tenants' shall not place on any portion of the Premises any sign or advertising matters without first obtaining Landlord's written approval and consent. Tenants' agree to maintain such sign or advertising matter as approved by Landlord in good condition and repair. All signs shall comply with applicable ordinances or other governmental restrictions, and the determination of such requirements and the prompt compliance therewith shall be the responsibility of Tenants.

Section 3.13 Continuous Occupancy. Tenants agree that it will continuously occupy the Premises during the Term of this Lease, and will not cease operations in the Premises without the express written consent of Landlord, unless prevented from doing business therein by reason of applicable ordinances or other acts of governmental authorities, or by acts of God, or conditions beyond the control of Tenants.

Section 3.14 Permits and Vendors. Tenants agree that it will continue to use Coffman Oil Company as its sole fuel supplier during the first ten (10) years of this Lease agreement and after that it would be Landlord's decision to change the supplier.

Section 3.15 Sublease or change of Management. Tenants shall not sublease, assign, or transfer this Lease at any time. Further, Tenants shall not change the management of the business on the Land and Premises without prior written consent of the Landlord.

Section 3.16 Fire, Casualty and All Natural Disaster Insurance. Tenants covenants that Tenants shall maintain fire, casualty and all disaster insurance at all time for all structures located on the Premises at its own cost.

ARTICLE IV. CONSTRUCTION OF IMPROVEMENTS

Section 4.01 Construction of Improvements. Tenants shall not make any alterations, improvements or additions in, on or about the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld. Landlord may require Tenants to provide Landlord, at Tenants' sole cost and expense, a bond for mechanics' and material men's liens and to insure completion of the work. Landlord may require that Tenants remove any or all such alterations at the expiration or termination of this Lease and restore the Premises to its prior condition. Included as alterations and improvements are window and floor coverings, conduit electrical wiring and panels, lighting fixtures, air lines and plumbing. Tenants shall obtain all permits required by governmental agencies for any Landlord-approved alterations and all such alterations shall be at Tenants' sole expense. Nothing herein shall be construed as Landlord in any way designating Tenants as its agent with respect to contracting for labor and materials from parties entitled to liens on the Premises pursuant to Tennessee Code Annotated

§§66-11-101 et seq., or any other applicable statutes or law. Under no circumstances shall the fee simple interest of Landlord be subject to any such lien, and all parties are hereby notified of this prohibition.

Section 4.02 Title to Improvements. Ownership of and title to all improvements and all machinery, equipment and trade fixtures now or hereafter constructed, installed or placed by Tenants upon the Premises and all alterations thereto when constructed, installed or placed upon the Premises, shall be and remain in Tenants during the continuance of this Lease, or extensions, but upon the termination hereof ownership and title to all such Premises not removed by Tenants or its subtenants shall vest in Landlord, provided, however, that Tenants shall not remove any buildings, structures, improvements or permanent components thereof. Tenants alone shall be entitled to claim, for all taxation purposes, depreciation and any applicable investment tax credits or other tax advantages related to all improvements, all machinery, equipment and trade fixtures and all alterations now or hereafter constructed, installed or placed by Tenants upon the Premises during the Term.

ARTICLE V. COVENANTS AND WARRANTIES OF LANDLORD

Section 5.01 Estate of Landlord. Landlord represents and warrants to Tenants that they have full right and lawful authority to enter into this Lease. Landlord will defend the title to the Premises against the claims of all persons whomsoever, except those claiming under Permitted Encumbrances.

Section 5.02 Quiet Possession. Landlord covenants that Tenants, upon performing and observing the obligations to be observed and performed by Tenants under this Lease, shall peaceably hold, occupy and enjoy the Premises during the Term of this Lease without interference by Landlord or by any other person, except those claiming under Permitted Encumbrances.

Section 5.03 Conditions of Premises. Landlord represents that as of the date of this Lease Agreement the Premises and Land are in a good state of repair, that the roof, foundation, water pipes, water heater, sprinklers, appliances, plumbing, air conditioning, lighting fixtures, electrical, and HVAC systems are functioning and in a good state of repair, and that there is no immediate need for repair or replacement of any of the foregoing elements of the Premises at the beginning of the initial term of this Lease except as set forth herein. Upon Tenants' occupancy of the Premises the representations herein shall terminate in accordance with Section 3.10.

Section 5.04 Environmental Covenant. Landlord covenants that Landlord is in material compliance with and has no actual knowledge of any violation of, or any investigation of any violation of, any applicable environmental law or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, that regulates or relates to or imposes liability or standards of conduct for the creation, possession, maintenance, release, or disposal, of any hazardous material which includes, but is not limited to, petroleum products, flammable explosives, radioactive materials, asbestos or any material containing asbestos, polychlorinated biphenyls, or any other hazardous, toxic, or dangerous waste, substance or material defined as such, or as a hazardous substance or any similar term, by, all in or for the purpose of any applicable environmental law, including without limitation, Section 101 (14) of CERCLA.

Section 5.05 Maintenance Agreement. Tenants covenant that Tenants at Tenants' expense shall maintain all upkeep on the land appurtenant to the Premises including but not limited to landscaping, routine mowing, and trimming. Tenants' further covenants the Tenants at Tenants' expense shall maintain all building, roofing, plumbing, Air Condition, Heater (HVAC) and all electrical systems in all structures on the Premises. Tenants shall at Tenants' expense maintain in good repair and pleasing appearance all structural integrity, exterior painting, and roofing during the term of the Lease.

ARTICLE VI. ENVIRONMENTAL COMPLIANCE

Section 6.01 Definitions. For purposes of this Lease Agreement, the following terms shall have the following meanings:

- (a) "Applicable Environmental Laws" shall mean any "Super Fund" or "Super Lien" law, or any other federal, state or local status, law, ordinance, code, rule, regulation, order or decree, regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials or public safety and health, as may now or at any time hereafter be in effect, including, without limitation, the following, as the same may be amended or replaced from time to time, and all regulations promulgated hereunder or in connection therewith: the Superfund Amendments and Reauthorization Act of 1986; the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"); the Clean Air Act; the Clean Water Act; the Toxic Substances Control Act; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; the Hazardous Waste Management System; the Occupational Safety and Health Act of 19970; and the Tennessee Hazardous Waste Management Acts of 1977 and 1983.
- (b) "Hazardous Material" shall mean and include petroleum products, flammable explosives, radioactive materials, asbestos or any material containing asbestos, polychlorinated biphenyls, and/or any hazardous, toxic or dangerous waste, substance or material defined as such, or as a hazardous substance or any similar term, by, in or for the purpose of any Applicable Environmental Law, including, without limitation Section 101(14) of CERCLA>
- (c) "Release" shall have the meaning given such term, or any similar term by any Applicable Environmental Law.

Section 6.02 Environmental Covenants. Tenants shall (i) comply, as to the Land and the Premises, with the requirements of all Applicable Environmental Laws; (ii) keep the Land and Premises free and clear of any liens imposed pursuant to any Applicable Environmental Law; (iii) give immediate written notice to Landlord in the event Tenants' receives any notice from any governmental agency, entity, or any other party with regard to Hazardous Materials on, from or affecting the Premises; and (iv) Landlord shall conduct and complete at Landlord's expenses all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, from, or affecting the Land or Premises in accordance with all Applicable Environmental Laws.

- (a) The obligations and liabilities of Landlord under this Lease Agreement regarding Hazardous Materials shall survive the termination and cancellation of this Lease Agreement.
- (b) These Environmental Covenants shall obligate Tenants only to the extent of activities of Tenants from and after the date Tenants takes possession of the Premises, and it is expressly agreed that Tenants shall have no liability for any liens, demands, defenses, suits, proceedings, disbursements, liabilities, losses, litigation, damages, judgments, obligations, penalties, injuries, costs, expenses (including, without limitation, attorneys' and experts' fees) and claims of any and every kind whatsoever paid, incurred, suffered by, or asserted as the result of Landlord's prior ownership, maintenance or use of the Premises, with respect to, or as a direct or indirect result of: (i) the presence in, on, over

or under, or the escape, seepage, leakage, spillage, discharge, emission or release on or from, the Land or Premises of any Hazardous Materials regardless of whether or not caused by, or within the control of, Landlord; (ii) the violations of any Applicable Environmental Law relating to or affecting the Land or Premises or Tenants, whether or not caused by or within the control of Landlord; (iii) the failure by Landlord to comply fully with the terms and provisions of this Lease Agreement regarding Hazardous Material; (iv) the violation of any Applicable Environmental law in connection with any other property owned by Landlord, which violation gives or may give rise to any rights whatsoever in any party with respect to the Land or Premises by virtue of any Applicable Environmental Law, whether or not such violation is caused by or within the control of Landlord.

ARTICLE VII. **RIGHT OF FIRST REFUSAL**

Section 7.01. Right of First Refusal. At initial term of this Lease i.e. first five years, the Tenant shall have the first right of refusal to acquire the Property pursuant to the terms of the Option to Purchase as set forth at 8.01. Upon the Landlord's consideration of any offer to purchase the Property, it shall give notice to the Tenants within ten (10) days of the receipt of the offer by the Landlord and the Tenants shall have twenty (20) days from receipt of said notice in which to make offer pursuant to the terms of the Option to Purchase as set forth at 8.01. If Tenants make offer in the manner required, Tenants shall be required to close the sale of the Property within thirty (30) days following the date of its matching the offer in writing. This Offer will not be valid if the Tenants are in default (as Per Section VIII) for any reason in the initial term.

ARTICLE VIII. **DEFAULT.**

Section 8.01 Events of Default. The occurrence of any one or more of the following shall constitute an Event of Default hereunder:

- (a) The failure on the part of Tenants to pay, promptly as and when due, any rent or other sum of money due hereafter;
- (b) Any representation made by Tenants to Landlord or its agents concerning the financial condition or credit standing of Tenants or any representation or warranty contained in this Lease Agreement proves to be materially incorrect or untrue at the time it was made;
- (c) Any failure by Tenants to perform or comply with any of its respective covenants, terms, and conditions set forth herein; provided, however, that no Event of Default shall occur hereunder, except for defaults based upon Sections 3.05, 3.06, and 3.13, until the expiration of a 7-day period immediately after Landlord has provided written notice of such default to Tenants and Tenants has failure to cure the default within the 7day period or to commence curing the default with due diligence;
- (d) A notice of lien, levy, or assessment is filed of record with respect to all or any assets of Tenants by the United States, or any department, agency or instrumentality thereof, or by any state, county, municipal or

other governmental agency, or if any taxes or debts owing at any time or times hereafter to any of them become a lien or encumbrance upon the Premises or any other asset of Tenants or any subsidiary thereof and the same is not dismissed, discharged or bonded within thirty-days after the same becomes a lien or encumbrance or, in the case of ad valorem taxes, prior to the last day when payment may be made without penalty;

(c) The (i) entry by any Federal, state, territorial, foreign or other court or governmental department, commission, board or agency, or any arbitral tribunal or any writ, order, judgment, mandamus or other decree (whether temporary, permanent, final or subject to further appeal or review), requiring by its terms payment by Tenants (or any of its subsidiaries) of, or (ii) the consent or acknowledgment by Tenants to, or its acquiescence in, any allocation or assessment (whether interim or final) by any steering committee, any successor thereof, or any similar body or other Person requiring by its terms payment by Tenants (or any of its subsidiaries) of, or (iii) the payment by Tenants (or any of its subsidiaries) of an amount or amounts during any period of twelve (12) consecutive calendar months exceeding in the aggregate the sum of \$10,000.00 (in excess of amounts (A) funded by reserves theretofore established by Tenants or (B) the payment of which is provided by applicable insurance maintained by Tenants or its subsidiaries) in connection with any current or future actual or potential liability of Tenants and its subsidiaries under Applicable Environmental Laws for the generation, transportation, storage, disposal, Release or emission of Hazardous Materials (including cleanup costs, administrative and operating expenses, experts and consultants' fees and expenses and attorney's fees and expenses); or The filing by or against Tenants of a bankruptcy, receivership, insolvency or other proceeding, generally affecting the rights of creditors.

Section 8.02 Remedies. If an Event of Default occurs or is continuing, Landlord or those claiming under Landlord, may immediately and without notice, or any time thereafter, terminate and end this Lease, and the Term granted, as well as all of the right, title, and interest of Tenants hereunder, in which event this Lease Agreement and the Term herein granted and created, as well as all of the right, title, and interest of Tenants hereunder shall wholly cease and expire; and Landlord or those claiming under it, may immediately or at any time thereafter, and without notice of demand, enter into and upon the Premises or any part thereof, and repossess the same as of its first and former estate and expel Tenants and those claiming under Tenants and remove its effects without being taken or deemed guilty in any manner or trespass and without prejudice to any remedies that might otherwise be used for arrears of rent or breach of covenants. And it is especially agreed and understood that Landlord may retain all advance rentals or deposits in its possession as and for liquidated damages to apply against rentals to accrue during the remainder of the Term and any other damages. Upon termination, the Landlord may recover from the Tenants the worth at the time of award of the unpaid rent which had been earned at the time of termination. Article VII herein survives any termination under this provision.

Section 8.03 Tenants' Rights in the Event of Landlord's Default. In the event Landlord shall default in the timely and complete performance of Landlord's obligations under this Lease Agreement, Tenants' shall have the right to declare this Lease Agreement terminated immediately, suspend the payment of rent or other charges required under this Lease Agreement, vacate the property, and/or receive back from Landlord any security deposit or prepaid rent. Article VII herein survives any termination under this provision.

**ARTICLE IX.
MISCELLANEOUS**

Section 9.01 Advances By Landlord. If Tenants shall default in the payment of any tax, lien, assessment or charge levied or assessed against the Premises; in the payment of any utility charge, whether public or private; in the payment of indebtedness secured by a mortgage on the Premises; in the payment of insurance premiums; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder; in the performance and payment of any repairs or maintenance; or in the performance or observance of any other covenant, condition or Term of this lease Agreement, then Landlord, at its option, may pay, perform or observe the same, and all payments made for or costs incurred by such Landlord in connection therewith shall be immediately repaid as rent by Tenants to Landlord with interest thereon at the maximum rate of interest under applicable law. Landlord is hereby empowered to enter and to authorize others to enter upon the Premises or any part thereof for the purpose of performing or observing any such default covenant, condition or term, without thereby becoming liable to Tenants or any person in possession holding under Tenants.

Section 9.02 Notices. Any notice pertaining to the Premises, the occupancy thereof, or this Agreement shall be in writing and shall be deemed given when personally served or when placed in the United States mail, certified, return receipt requested, postage prepaid, and addressed to the party at the following address or at such other address provided to each party.

If to Landlord:

Abdul Kader

1353 Hartman Road

Morristown, TN 37814

If to Tenants:

MD Khan

and

MD Manirul Islam

Selena Kader

1353 Hartman Road

Morristown, TN 37814

Section 9.03 Costs and Attorney Fees. In the event an action to enforce this Lease Agreement is brought by Landlord or Tenants, all costs, expenses, and reasonable attorney fees of the prevailing party shall be awarded to and paid by the losing party.

Section 9.04 Successors and Assigns. This Lease Agreement shall inure to the benefit of, and be binding upon, Landlord, Tenants, and their respective successors and assigns. Tenants shall not transfer, sublease, or assign any of its rights hereunder without the consent of Landlord.

Section 9.05 Severability. If any provision of this Lease Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Lease Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Section 9.06 Applicable Law. This Lease Agreement has been executed and delivered in the State of Tennessee, and it is the intention of the parties hereto that this Lease Agreement shall be interpreted, construed, and enforced according to the laws of such state.

Section 9.07 No Oral Modifications. This Lease Agreement constitutes the complete and final agreement of the parties. Neither this Lease Agreement nor any provisions thereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

Section 9.08 Cumulative Remedies. The remedies herein provided shall be in addition to, and not in substitution for, the rights and remedies vested in Landlord or Tenants by law or equity, all of which right and remedies are specifically reserved by Landlord. The remedies herein provided or otherwise available to Landlord or Tenants shall be cumulative and may be exercised concurrently. The failure to exercise any of the remedies herein provided shall not constitute a waiver thereof; nor shall use of any of the remedies herein provided prevent the subsequent or concurrent resort to any other remedy or remedies. It is intended that this clause shall be broadly construed so that all remedies herein provided or otherwise available to Landlord or Tenants shall continue and be each and all available to Landlord until this Lease Agreement expires.

Section 9.09 Holdover. It is distinctly understood and agreed by and between Landlord and Tenants that any holding over by Tenants of the Premises after the expiration of this Lease, shall operate and be construed only as a tenancy from month-to-month, terminable at the will of Landlord. Tenants shall pay rent during any holdover period in an amount equal 125% of the rent otherwise due hereunder.

Section 9.10 Mutual Waiver of Subrogation. Anything in this Lease to the contrary notwithstanding, each of Landlord and Tenants hereby waive all rights of recovery, claim, action or cause of action against the other for any loss or damage that may occur to the Premises, any improvements thereto, any personal property of Landlord or Tenants or any personal injury arising from any cause that (a) would be insured against under the terms of any insurance required to be carried hereunder; or (b) is insured against under the terms of any insurance actually carried, regardless of whether it is required hereunder. The foregoing waiver shall apply regardless of the cause or origin of the claim, including, but not limited to, the negligence of a party or its agents, officers, employees or contractors. The foregoing

waiver shall not apply to the extent that it invalidates any insurance coverage of Landlord or Tenants. Each party shall obtain any special endorsements required by its insured to evidence compliance with this waiver.

Section 9.11 Surrender. On the last day of the Term hereof, or on any sooner termination, Tenants shall surrender the Premises to Landlord in the same condition as when received, ordinary wear and tear excepted, clean and free of debris. Tenants shall repair any damage to the Premises occasioned by the installation or removal of Tenants' trade fixtures, furnishings and equipment.

Section 9.12 Memorandum of Lease. Upon the request of any party the parties will execute counterparts of a Memorandum of Lease, in recordable form, which will include a metes and bounds description of the Premises and period of time for which the Premises are leased.

Section 9.13 Captions. The Article numbers, and the Section headings are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

Section 9.14 Counterparts. This Lease will be simultaneously executed in counterparts, each of which, when executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

Section 9.15 Estoppel Certificate. Landlord and Tenants agree that each will at any time and from time to time, but not more than ten (10) days after written request by either of them to the other, execute, acknowledge and deliver to the requesting party a statement in writing certifying that this Lease is unmodified and is in full force and effect (or if there have been such modifications, that the same is in full force and effect as modified, and stating the modification) and the date to which the rental and other charges have been paid in advance, it being intended that any such statement delivered pursuant to this Section may be relied upon by any mortgage or assignee of any mortgage upon the fee in the Premises or by the assignee of Tenants if such assignment is permitted by Landlord as otherwise herein required.

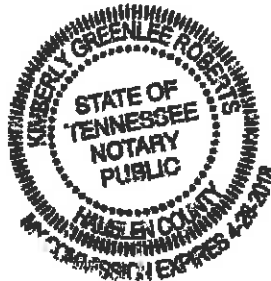
SIGNATURE PAGE

Abdul Kader
Abdul Kader, Landlord

MD Khan
MD Khan, Tenant

Manirul Islam
Manirul Islam, Tenant

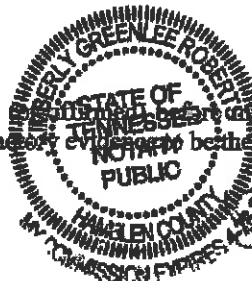
Selena Kader
Selena Kader, Tenant



State of Tennessee

County of Hamilton

Subscribed and sworn to ~~on this~~ on this 1 day of June, 2015, by Abdul Kader, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Kimberly Greenlee Roberts
Notary Public

My Commission Expires:

3-26-2017

State of Tennessee

County of Hamilton

Subscribed and sworn to (or affirmed) before me on this 1st day of June, 2015, by MD Khan, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Kimberly Greenlee Roberts
Notary Public

My Commission Expires:

3-26-2017



State of Tennessee

County of HAMILTON

Subscribed and sworn to (or affirmed) before me on this 1st day of June, 2015, by: Manirul Islam, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

[Signature]
Notary Public

My Commission Expires:

2-26-2017



State of Tennessee

County of Hamilton

Subscribed and sworn to (or affirmed) before me on this 1 day of June, 2015, by Selena Kader, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

[Signature]
Notary Public

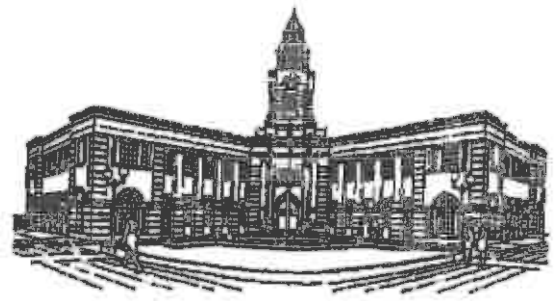
My Commission Expires:

April 28/2015



Morristown Police Department

ROGER OVERHOLT
Chief of Police



BEER ORDINANCE ASSURANCE

I, the undersigned, acknowledge receipt of a copy of the City of Morristown Beer Ordinance Title 8 Chapter 2.

I understand it is my responsibility to adhere to the guidelines of this ordinance and the applicable laws of the State of Tennessee.

I understand it is my responsibility to ensure that my employees are aware of, and adhere to, all governing ordinances and laws concerning the sale of beer in my establishment.

Business Name & Address: Stop-N-Go
1833 Buffalo Tr.
MORRISTOWN TN. 37814

MD Khan
Signature

FOOD CENTER
4195 E.A.J. Hwy.
MORRISTOWN, TN 37814

MD KHAN
Print Name

7-24-2015
Date

Esco R. Jarnagin
Sheriff

Wayne Mize
Chief Deputy



COPY

Sheriff of Hamblen County

510 Allison Street
Morristown, Tennessee 37814

HAMBLLEN CO. ARREST RECORD SEARCH

DATE: 7/16/2015

AN ARREST RECORD SEARCH WAS PROVIDED FOR THE FOLLOWING
INDIVIDUAL:

NAME: MO Khan

DATE OF BIRTH: 10/30/1976

INDIVIDUAL HAS NO RECORD AT THE HAMBLLEN CO. SHERIFF'S DEPT. ☒

Has Arrest with Morristown Police Department, Please Contact MPD-423-585-2710

INDIVIDUAL HAS THE FOLLOWING RECORD AT THE HAMBLLEN CO. SHERIFF'S DEPT:

NO RECORD

JUL 15 2015

HCSD

IF YOU HAVE ANY QUESTIONS PLEASE CONTACT THE HAMBLLEN CO.
SHERIFF'S DEPT. RECORDS OFFICE AT (423) 585-2769. THIS
RECORD CHECK IS A COUNTY RECORD CHECK ONLY.

Kim Sipe

PHONE: (423) 586-3781 - Administrative
(423) 585-2720 - Jail
FAX: (423) 587-1658 - Administrative
(423) 587-1329 - Jail



Date: 07-15-15 [Return to Agenda](#)