

AGENDA
CITY OF MORRISTOWN, TENNESSEE
BEER BOARD MEETING
July 20, 2021
5:00 P.M.

1. CALL TO ORDER

Mayor Gary Chesney

2. ROLL CALL

3. APPROVAL OF MINUTES

1. May 18, 2021

4. CITIZEN COMMENTS ABOUT AGENDA ITEMS ONLY

5. OLD BUSINESS

6. NEW BUSINESS

1. On-premise Permit for Monster Restaurant Group LLC, (Owner Tiffany Blevins and Managers Samantha Barker, James Bowser Jr., Natasha Maynard and James A Ricker) DBA Monster Burgers & Shakes located at 483 Crockett Trace Drive, Morristown, Tennessee.
2. Off-premise Permit for Umiya 2021 Inc. (Owner and Registered Agent Pankag Patel) DBA Super Marathon located at 1154 E Andrew Johnson Hwy, Morristown, Tennessee.

7. ADJOURN

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
BEER BOARD – MAY 18, 2021**

The Beer Board for the City of Morristown, Hamblen County, Tennessee, met in session at the regular meeting place of the Beer Board in the Morristown City Center at 6:00 p.m., Tuesday, May 18, 2021 with the Honorable Mayor Gary Chesney presiding and the following Beer Board members present: Al A'Hearn, Chris Bivens, Bob Garrett, Tommy Pedigo, Kay Senter. Absent: Ken Smith.

Mayor Chesney opened the floor for members of the audience to speak subject to the guidelines provided. No one spoke.

Beer Board member Senter made a motion to approve the April 6, 2021, minutes as circulated. Beer Board member A'Hearn seconded the motion and upon roll call; all voted "aye".

Beer Board member Bivens made a motion to approve the Off-premise Permit for Gandhinagar, Inc. dba Andy's Quick Stop, located at 1516 Buffalo Trail, Morristown, TN. Owner and General Manager Atul Shukla, Morristown, TN. Board member Pedigo seconded the motion and upon roll call; all voted "aye".

Beer Board member Garrett made a motion to approve the premise Permit for TJ9 LLC dba TJ North Liberty Market, located at 1311 N. Liberty Hill Road, Morristown, TN. Owner and General Manager Tejal Patel. Board member Bivens seconded the motion and upon roll call; all voted "aye".

Mayor Chesney adjourned the April 6, 2021, meeting of the City of Morristown, Beer Board at 6:04 p.m.

MAYOR

ATTEST:

CITY ADMINISTRATOR



CITY OF MORRISTOWN BEER PERMIT
CITY OFFICIALS CHECKLIST



TAX OFFICE CHECKLIST

Current Taxes Verified

_____ City Taxes
_____ County Taxes

monster mash burgers@gmail.com

POLICE DEPARTMENT CHECKLIST

Public Notices

☒ Notice of Beer Board Meeting
☒ Signs Posted at Location of Business – Date Posted: 6/28/21
☒ Newspaper Notice of Application – Date Ran in Newspaper: 7/8/21
☒ Background Investigation
_____ Date of Beer Board Approval: _____
_____ Copy of Permit (Number _____) Issued
_____ Prorated Privilege Tax Paid

_____ Signature of person verifying completion of checklist

PLANNING CHECKLIST

Requested location is in a (check one)
ordinances of the City of Morristown.

☐ Non-conforming

☒ Conforming location under the zoning laws and

Signature of City Planner

[Signature]

INSPECTIONS CHECKLIST

Have occupancy issues been addressed by City Inspections? ☐ Non-Conforming ☒ Conforming

Signature of City Inspector

[Signature]

FIRE DEPARTMENT CHECKLIST

Have the fire code inspections been completed? ☐ Non-conforming ☒ Conforming

Signature of Fire Marshall

[Signature]



**CITY OF MORRISTOWN BEER BOARD
APPLICATION FOR BEER PERMIT
CHECKLIST & INFORMATION**



Please submit the forms listed below with your application

- ☒ 1. Completed permit application & owner/manager questionnaire submitted to City of Morristown Tax Office, 100 West 1st North St., Morristown, TN 37814.
 - ☒ 2. Designation of Registered Office and Registered Agent
 - ☒ 3. Completed authorization form for Criminal History Inquiry on all owners, registered agents and managers.
 - ☒ 4. Permit application (\$250) & Publication fee paid (\$30) total of \$280
 - ☒ 5. Copy of Current County Business License
 - ☒ 6. Copy of Current City Business License
 - ☒ 7. Copy of Lease Agreement or Certified Copy of Deed & Copy of Corporate Charter, LLC, etc. (if applicable)
 - ☒ 8. Copy of Certificate of Registration for Tennessee Sales Tax
 - ☒ 9. Restaurant seating area plan showing a minimum of 40 seats at tables.
-

This application must be completely filled out and submitted with application fees (non-refundable) and the requirements listed above. By making this application, the applicant assumes personal responsibility for all information provided. The Beer Board may delay action or deny the permit if an application contains inaccurate information. Copies of licenses and documents must be submitted with the completed beer permit application to the City of Morristown Tax Office, 100 West 1st North Street. Each application must be signed and notarized. Applicants may call (423) 318-1552 with any questions regarding the application process.

A background check will be conducted from all counties an applicant has resided in within the last 10 years. The Beer Board requires records checks on all owners, registered agents and managers.

The owner shall list the local manager(s) responsible for operations. Any change in management must be reported and a new owner/manager questionnaire submitted to the city business tax office. A new manager is subject to a background check. Applicant may not have been convicted of any crime involving moral turpitude or violation of any alcoholic beverage law within the ten (10) years prior to applying for permit.

The City will place a public notice in the local newspaper one (1) time at least ten (10) days prior to the Beer Board meeting. A notice will also be posted at the establishment at least (15) days prior to the meeting.

State law requires a \$100.00 annual privilege tax which is due each January. New permittees will pay a prorated annual tax.

A permit holder must surrender the beer permit to the City Business Tax Office within five (5) days of termination of the business, change in ownership, relocation of the business or change in the business name. A change in ownership for a corporate owner occurs when at least fifty percent (50%) of the stock of the corporation is transferred to a new owner.

The City Beer Board meets as needed on the first and third Tuesday of each month. To ensure consideration of an application, the applicant must submit the completed application to the City of Morristown Tax Office 30 days prior to the next Beer Board meeting in order to appear on that agenda.

PAYMENT SUMMARY RECEIPT

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

DATE: 05/10/21 CUSTOMER#: 000000000
TIME: 13:51
CLERK: 2842kmef

RECPT#: 644340 PREV BAL:
TP/YR: MS/2021 AMT PAID: 280.00
BILL: ADJSTMNT:
EFF DT: 05/10/21 BAL DUE:
MISCELLANEOUS PAYMENT

RECPT#: 644341 PREV BAL:
TP/YR: MS/2021 AMT PAID: 2.50
BILL: ADJSTMNT:
EFF DT: 05/10/21 BAL DUE:
MISCELLANEOUS PAYMENT

-----TOTALS-----

PRINCIPAL PAID: 282.50
INTEREST PAID: .00
ADJUSTMENTS: .00
DISC TAKEN: .00

AMT TENDERED: 282.50
AMT APPLIED: 282.50
CHANGE: .00

PAID BY: TIFFANY BLEVINS
PAYMENT METH: CREDIT CARD
PAYMENT REF:



CITY OF MORRISTOWN
APPLICATION FOR BEER PERMIT



(It is the applicant's responsibility to provide complete and accurate information. The Beer Board could delay action on the application if any information is not accurate.)

I/we hereby make application for a permit to sell, store, brew, or distribute beer or other beverages authorized to be sold, stored or distributed under the provisions of the City of Morristown's Municipal Code, Title 8, Chapter 2, and base my application upon the answers to the following questions:

1. Reason for application ☒ New Business ☐ New Ownership ☐ Name Change
☐ Other _____
2. Name of Business Owner(s): Tiffany Blevins
3. Is Owner a ☐ Corporation ☐ General Partnership ☐ Limited Partnership ☒ LLC
☐ Sole Proprietorship ☐ Other _____
4. Under what name will the business operate: Monster Burgers & Shakes
5. Business Address 483 Crockett Trace Dr Phone 423-923-3788
6. Property Owners Name Spectrum Management Group Phone 423-212-7444
7. Type of permit requested: ☒ Restaurant ☐ Limited Service Restaurant ☐ Non-Profit Club
☐ On/Off Premise Microbrewery ☐ Off Premise (Convenience Store, Drug Store, Grocery Store)
☐ Caterer
8. List names of all general partners and owners and designate percentage of ownership. (Use additional paper if necessary.) Each person owning 5% or more of the business must complete an owner/manager questionnaire (attached) and submit to a criminal history/background checks conducted by the City of Morristown's Police Department from all counties of residence within the last 10 years. If ownership is a corporation, please indicate whether the corporation is privately held or publicly traded. Be sure to include all names ever used by the named individuals, (i.e. maiden and previous married names).
Tiffany Blevins

9. List the name(s) of registered agents and managers or others on-site responsible for operations. Any change in management must be reported to the Business Tax Office. Any new manager must complete the owner/manager questionnaire and submit to a criminal history/background check as listed in No. 8 above.
~~Teresa Blevins~~ - Anthony Ricker ✓
Samantha Barker ✓ - Natasha Maynard ✓
~~James Bauer Jr~~



CITY OF MORRISTOWN BEER PERMIT APPLICATION AFFIDAVIT



1. I/we Tiffany Blevins hereby solemnly swear or affirm that each statement in this application is true and correct and understand that if any statement contained herein is false, the permit issued is automatically forfeited and voided. Furthermore, that in the event of forfeiture I/we shall not be eligible to receive another permit for a period of ten (10) years pursuant to Tennessee Code Annotated § 57-5-105(d).
2. I/we understand that all applicants are charged with the responsibility of knowing the local and state beer laws. I/we are aware that the penalty for violating state or local beer laws can include revocation or suspension of the permit and/or the imposition of civil penalties up to two thousand five dollars (\$2,500) per offense.
3. I/we understand that if the business allows illegal gambling on the premises that the beer permit will be subject to revocation.
4. I/we understand that by submitting this application, a background investigation shall be conducted on the applicant(s) and all on-site managers who will be selling beer at the permitted establishment. It is further understood that any and all documents related to that investigation shall become public record open for public inspection and reproduction pursuant to Tennessee Code Annotated § 10-7-503.
5. I/we understand that a requirement of maintaining good status standing with the Morristown Beer Board is that I/we must notify the City of Morristown Tax Office each time there is a change in the on-site manager responsible for selling beer.
6. I/we hereby release, absolve and hold harmless, the City of Morristown, the Morristown Beer Board, the Morristown Police Department, its employees, agents and representatives from any and all liability of whatever type for any damages, causes of actions, personal property injuries which may result as a consequence of my application for a beer permit, background investigation, release of documents or any other matters related to my application. I/we hereby waive all possible liability of the City of Morristown, Morristown Beer Board, Morristown Police Department, its employees, agents and representatives as stated above.
7. I/we agree that the beer permit holder shall use servers possessing server's permits issued by the State of Tennessee Alcoholic Beverage Commission and have said permits available for inspection upon request.
8. I/we agree that the hiring of an employee who has been convicted within the past ten (10) years of any law relating to the sale, possession, manufacture or transportation of intoxicating beverages, including beer, as defined by City of Morristown Municipal Code Section 8-213 or the hiring of an employee who has been convicted of any felony or crime involving moral turpitude within the past ten (10) years will be cause for possible revocation of the beer permit.
9. I/we understand if any information given in the application subsequently changes, I/we will immediately notify the Morristown Beer Board.
10. I/we understand that if the business closes, relocates, or there is any change in the ownership of the business, the permit will be surrendered to the Business Tax office within 5 days of said change for appropriate action.
11. I/we assume full responsibility for the permit and will be accountable for full compliance with the laws of Morristown and the State of Tennessee in the sale of beer.
12. I/we have read the foregoing release. I/we fully understand its provisions, and voluntarily consent to abide by its requirements.
13. I/we acknowledge and understand that the fees paid for the beer permit application process are non-refundable.
14. The undersigned is the applicant or the bona fide and qualified agent/representative of the corporate applicant.
15. I/we have been a citizen and/or lawful resident of the United States for not less than one (1) year immediately preceding the date of this document.

[Signature]
Applicant Signature or Agent/Representative

4/25/21 5/10/2021
Date

Co-Applicant Signature

Date

Co-Applicant Signature

Date

Sworn to and subscribed by me this 10th day of May, 20 21

Notary Public: Rachel Westra

My Commission Expires: 4-26-22





**CITY OF MORRISTOWN
BEER PERMIT OWNER/MANAGER QUESTIONNAIRE**



Reason for Application: ☒ New Application

☐ Manager Change or Addition

1. Name Tiffen Blewins ☐ Owner – Percentage of Ownership 100 % ☐ Manager

2. Home Address _____ City _____ State TN Zip _____

3. Home Phone _____ Cellular Phone _____ Date of Birth _____

4. Are you a United States Citizen: ☒ Yes ☐ No

5. Driver's License # _____ State TN Social Security # _____

6. Local Business Name Monster Burger & Shakes

7. Local Business Address/Zip 483 Crockett Trce 37813 Business Phone (423) 923-3788

8. Have you ever been convicted of any violation of liquor and/or beer laws, controlled substance laws, felonies, or any crime involving moral turpitude, within the last ten years, or do you have any charges currently pending?

☐ Yes* ☒ No

*If yes, give particulars of each charge, including city, county, state: court and date: _____

9. Have you ever had a beer permit revoked, suspended, or denied? ☐ Yes* ☒ No

*If yes, explain: _____

10. Have you ever been convicted of any misdemeanors, other than minor traffic violations, within the last ten (10) years or have any charges currently pending? ☐ Yes* ☒ No

*If yes, give particulars of each charge, including city, county, state: court and date: _____

11. Do you understand both the state laws and local laws regulating the sale and distribution of beer in the City of Morristown? ☒ Yes ☐ No

12. Do you understand that allowing illegal gambling on the premises will be subject the permit to revocation? ☒ Yes ☐ No

AFFIDAVIT

I hereby solemnly swear or affirm that each statement on this questionnaire is true and correct and agree that if my statement is false, the permit issued may be revoked by the Beer Board, upon notice and hearing, and that the burden is on the permittee to prove the correctness of all the statements in this application.

I understand that this application is subject to the Tennessee Public Records Act and shall be open for inspection and reproduction by any citizen. Tennessee Code Annotated §10-7-503.

I understand that by submitting this application all documents provided referencing the submitted background checks related to my investigation and further investigation conducted as a result of those documents shall become public records.

I hereby release, absolve and hold harmless, the City of Morristown, the Morristown Beer Board, the Morristown Police Department, its employees, agents and representatives, from any and all liability of whatever type for any damages, causes of actions, personal or property injuries which may result as a consequence of my application for a beer permit, background investigation, release of documents or any other matters related to employees, agents and representatives as stated above.

I have been a citizen and/or lawful resident of the United States for not less than one (1) year immediately preceding the date of this affidavit.

I have read and understand the foregoing release and understand its provisions and voluntarily consent to abide by its requirements.

Signature of Applicant _____

Date _____

Sworn to and subscribed by me this 10th day of May, 20 21.

Notary Public: Rachel Westra

My Commission Expires: 4-26-22



Return to Agenda



CITY OF MORRISTOWN BEER BOARD
AUTHORIZATION FOR CRIMINAL HISTORY



4-29-21

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 its 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 from 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

Street Address

City, State and Zip Code

Signature

Tiffany Blevins Tiffany Begley
Name - Printed (include Maiden Name if Applicable)

Current Home Street Address

Morristown, TN 37814
City, State and Zip Code

Signature

Name of Witness - Printed

Esco R. Jarnagin
Sheriff



Wayne Mize
Chief Deputy

Sheriff of Hamblen County

510 Allison Street
Morristown, Tennessee 37814

HAMBLEN CO. ARREST RECORD SEARCH

DATE: 6/28/21

AN ARREST RECORD SEARCH WAS PROVIDED FOR THE FOLLOWING
INDIVIDUAL:

NAME: Tiffany Blevins

DATE OF BIRTH: _____

INDIVIDUAL HAS NO RECORD AT THE HAMBLEN CO. SHERIFF'S DEPT. ✓

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

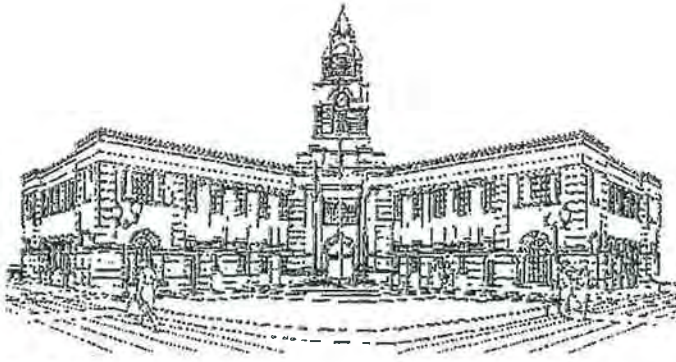
INDIVIDUAL HAS THE FOLLOWING RECORD AT THE HAMBLEN CO. SHERIFF'S DEPT:

THIS RECORDS CHECK COVERS	NO RECORD
APPROXIMATELY THE LAST 15 YEARS	HCSO

IF YOU HAVE ANY QUESTIONS PLEASE CONTACT THE HAMBLEN 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



Morristown Police Department

ROGER OVERHOLT
Chief of Police

Hawkins County Sheriff's Dept. 272-7019
Records Division

June 28, 2021

I am requesting a records check for the purpose of a Beer Permit on the following individuals:

<i>No Record</i>	Tiffany Blevins-maiden Begley	DOB:	SSN:
<i>No Record</i>	Samantha Barker-maiden Routh	DOB:	SSN:
<i>See attached</i>	Natasha R Maynard-maiden Sasko	DOB:	SSN:
<i>No Record</i>	James A Ricker	DOB:	SSN:

If you have any questions, please give me a call at 423-585-4681 or fax me the results at 423-585-4685.

Thanks in advance for your assistance,

Lt. Kenneth Hinkle
Support Services Lieutenant
Morristown Police Department



CITY OF MORRISTOWN BEER PERMIT OWNER/MANAGER QUESTIONNAIRE



Reason for Application: ☐ New Application

☐ Manager Change or Addition

1. Name James Anthony Ricker ☐ Owner - Percentage of Ownership _____ % ☒ Manager

2. Home Address _____

3. Home Phone (_____) _____ Cellular Phone _____ e of Birth _____

4. Are you a United States Citizen? ☒ Yes ☐ No

5. Driver's License # _____ State TN Social Security # _____

6. Local Business Name Monster Burgers and Shakes

7. Local Business Address/Zip 483 Crockett Trace Drive Business Phone 423, 500-8010

8. Have you ever been convicted of any violation of liquor and/or beer laws, controlled substance laws, felonies, or any crime involving moral turpitude, within the last ten years, or do you have any charges currently pending?

☐ Yes* ☒ No

*If yes, give particulars of each charge, including city, county, state: court and date: _____

9. Have you ever had a beer permit revoked, suspended, or denied? ☐ Yes* ☒ No

*If yes, explain: _____

10. Have you ever been convicted of any misdemeanors, other than minor traffic violations, within the last ten (10) years or have any charges currently pending? ☐ Yes* ☒ No

*If yes, give particulars of each charge, including city, county, state: court and date: _____

11. Do you understand both the state laws and local laws regulating the sale and distribution of beer in the City of Morristown? ☒ Yes ☐ No

12. Do you understand that allowing illegal gambling on the premises will be subject the permit to revocation? ☒ Yes ☐ No

AFFIDAVIT

I hereby solemnly swear or affirm that each statement on this questionnaire is true and correct and agree that if my statement is false, the permit issued may be revoked by the Beer Board, upon notice and hearing, and that the burden is on the permittee to prove the correctness of all the statements in this application.

I understand that this application is subject to the Tennessee Public Records Act and shall be open for inspection and reproduction by any citizen. Tennessee Code Annotated §10-7-503.

I understand that by submitting this application all documents provided referencing the submitted background checks related to my investigation and further investigation conducted as a result of those documents shall become public records.

I hereby release, absolve and hold harmless, the City of Morristown, the Morristown Beer Board, the Morristown Police Department, its employees, agents and representatives, from any and all liability of whatever type for any damages, causes of actions, personal or property injuries which may result as a consequence of my application for a beer permit, background investigation, release of documents or any other matters related to employees, agents and representatives as stated above.

I have been a citizen and/or lawful resident of the United States for not less than one (1) year immediately preceding the date of this affidavit.

I have read and understand the foregoing release and understand its provisions and voluntarily consent to abide by its requirements.

James Anthony Ricker
Signature of Applicant

06/16/2021
Date

Sworn to and subscribed by me this 16th day of June, 20 21.

Notary Public: Rachel Westra

My Commission Expires: 4-26-22





CITY OF MORRISTOWN BEER BOARD
AUTHORIZATION FOR CRIMINAL HISTORY



06/16/2021

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 its 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 from 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

Street Address

City, State and Zip Code

Anthony Ricker

Signature

James Anthony Ricker

Name - Printed (include Maiden Name if Applicable)

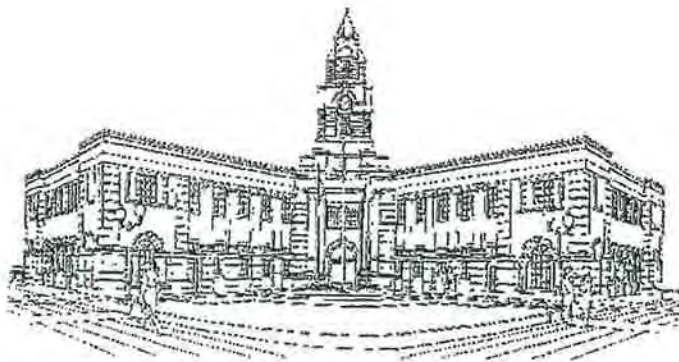
Rachel Westra

Name of Witness - Printed

Rachel Westra

Signature

Anthony Ricker



Morristown Police Department

ROGER OVERHOLT
Chief of Police

Hawkins County Sheriff's Dept. 272-7019
Records Division

June 28, 2021

I am requesting a records check for the purpose of a Beer Permit on the following individuals:

<i>no Record</i>	Tiffany Blevins-maiden Begley	DOB:	SSN:
<i>no Record</i>	Samantha Barker-maiden Routh	DOB:	SSN:
<i>See attached</i>	Natasha R Maynard-maiden Sasko	DOB:	SSN:
<i>no Record</i>	James A Ricker	DOB:	SSN:

If you have any questions, please give me a call at 423-585-4681 or fax me the results at 423-585-4685.

Thanks in advance for your assistance,

Lt. Kenneth Hinkle
Support Services Lieutenant
Morristown Police Department



Washington County Sheriff's Office

SHERIFF'S OFFICE • 112 W. JACKSON BLVD. • JONESBOROUGH, TN 37659-0097 • 423-788-1414
DETENTION CENTER • 114 W. JACKSON BLVD. • P. O. BOX 97 • JONESBOROUGH, TN 37659-0097 • 423-753-1701

ED GRAYBEAL
SHERIFF

FACSIMILE TRANSMITTAL COVER SHEET

Total number of pages sent 1 including cover sheet. Date sent: 6-29-2021

TO: LT. KENNETH HINKLE

FROM: KEN PETERSON

AGENCY: MORRISTOWN P.A.

TITLE: SERGEANT

FAX#: 423-585-4685

FAX#: 423-753-5011

NOTES A CHECK OF OUR RECORDS SYSTEM SHOWS NO RECORD
ON JAMES A. RICKER DOB

Ken Peterson 053

If you do not receive the entire message please contact our office by regular phone.

Sheriff's Office
Fax 423-788-1518
Office 423-788-1414

Detention Center
Fax 423-753-5011
Office 423-753-1701



CITY OF MORRISTOWN
BEER PERMIT OWNER/MANAGER QUESTIONNAIRE



Reason for Application: ☐ New Application

☐ Manager Change or Addition

1. Name Samantha Barker ☐ Owner - Percentage of Ownership _____ % ☒ Manager

2. Home Address _____ City _____ State _____ Zip _____

3. Home Phone _____ Cellular Phone () _____ Date of Birth _____

4. Are you a United States Citizen: ☒ Yes ☐ No

5. Driver's License # _____ State TN Social Security # _____

6. Local Business Name Monster Burgers & Insane Shakes

7. Local Business Address/Zip 494 Crockett Trace Business Phone (423) 500-8010

8. Have you ever been convicted of any violation of liquor and/or beer laws, controlled substance laws, felonies, or any crime involving moral turpitude, within the last ten years, or do you have any charges currently pending?

☐ Yes* ☒ No

*If yes, give particulars of each charge, including city, county, state: court and date: _____

9. Have you ever had a beer permit revoked, suspended, or denied? ☐ Yes* ☒ No

*If yes, explain: _____

10. Have you ever been convicted of any misdemeanors, other than minor traffic violations, within the last ten (10) years or have any charges currently pending?

☐ Yes* ☒ No

*If yes, give particulars of each charge, including city, county, state: court and date: _____

11. Do you understand both the state laws and local laws regulating the sale and distribution of beer in the City of Morristown?

☒ Yes ☐ No

12. Do you understand that allowing illegal gambling on the premises will be subject the permit to revocation?

☒ Yes ☐ No

AFFIDAVIT

I hereby solemnly swear or affirm that each statement on this questionnaire is true and correct and agree that if my statement is false, the permit issued may be revoked by the Beer Board, upon notice and hearing, and that the burden is on the permittee to prove the correctness of all the statements in this application.

I understand that this application is subject to the Tennessee Public Records Act and shall be open for inspection and reproduction by any citizen. Tennessee Code Annotated §10-7-503.

I understand that by submitting this application all documents provided referencing the submitted background checks related to my investigation and further investigation conducted as a result of those documents shall become public records.

I hereby release, absolve and hold harmless, the City of Morristown, the Morristown Beer Board, the Morristown Police Department, its employees, agents and representatives, from any and all liability of whatever type for any damages, causes of actions, personal or property injuries which may result as a consequence of my application for a beer permit, background investigation, release of documents or any other matters related to employees, agents and representatives as stated above.

I have been a citizen and/or lawful resident of the United States for not less than one (1) year immediately preceding the date of this affidavit.

I have read and understand the foregoing release and understand its provisions and voluntarily consent to abide by its requirements.

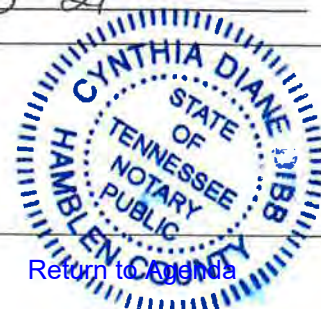
Signature of Applicant Samantha Barker

Date 6-15-21

Sworn to and subscribed by me this 15th day of June, 20 21

Notary Public: Cynthia Diane Dill

My Commission Expires: 2/3/2025





CITY OF MORRISTOWN BEER BOARD
AUTHORIZATION FOR CRIMINAL HISTORY



06-15-21
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 its 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 from 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

Street Address

City, State and Zip Code

Signature

Samantha Barker

Samantha Barker (Rath)

Name - Printed (include Maiden Name if Applicable)

Date of Birth

Social Security Number

Natasha Maynard

Name of Witness - Printed

Natasha Maynard

City, State and Zip Code

Samantha Barker

Signature



Morristown Police Department

ROGER OVERHOLT
Chief of Police

Hawkins County Sheriff's Dept. 272-7019
Records Division

June 28, 2021

I am requesting a records check for the purpose of a Beer Permit on the following individuals:

<i>no Record</i>	Tiffany Blevins-maiden Begley	DOB:	SSN:
<i>no Record</i>	Samantha Barker-maiden Routh	DOB:	SSN:
<i>See attached</i>	Natasha R Maynard-maiden Sasko	DOB:	SSN:
<i>no Record</i>	James A Ricker	DOB:	SSN:

If you have any questions, please give me a call at 423-585-4681 or fax me the results at 423-585-4685.

Thanks in advance for your assistance,

Lt. Kenneth Hinkle
Support Services Lieutenant
Morristown Police Department



**CITY OF MORRISTOWN
BEER PERMIT OWNER/MANAGER QUESTIONNAIRE**



Reason for Application: ☒ New Application

☐ Manager Change or Addition

1. Name James H. Bowser JR ☐ Owner - Percentage of Ownership _____ % ☒ Manager
2. Home Address _____ City _____ State TN Zip _____
3. Home Phone (____) _____ Cellular Phone _____ Date of Birth _____
4. Are you a United States Citizen: ☒ Yes ☐ No
5. Driver's License # _____ State TN Social Security # _____
6. Local Business Name Monster Burgers of Morristown
7. Local Business Address/Zip _____ Business Phone (____) _____
8. Have you ever been convicted of any violation of liquor and/or beer laws, controlled substance laws, felonies, or any crime involving moral turpitude, within the last ten years, or do you have any charges currently pending?
☐ Yes* ☒ No
 *If yes, give particulars of each charge, including city, county, state: court and date: _____
9. Have you ever had a beer permit revoked, suspended, or denied? ☐ Yes* ☒ No
 *If yes, explain: _____
10. Have you ever been convicted of any misdemeanors, other than minor traffic violations, within the last ten (10) years or have any charges currently pending?
☐ Yes* ☒ No
 *If yes, give particulars of each charge, including city, county, state: court and date: _____
11. Do you understand both the state laws and local laws regulating the sale and distribution of beer in the City of Morristown?
☒ Yes ☐ No
12. Do you understand that allowing illegal gambling on the premises will be subject the permit to revocation?
☒ Yes ☐ No

AFFIDAVIT

I hereby solemnly swear or affirm that each statement on this questionnaire is true and correct and agree that if my statement is false, the permit issued may be revoked by the Beer Board, upon notice and hearing, and that the burden is on the permittee to prove the correctness of all the statements in this application.

I understand that this application is subject to the Tennessee Public Records Act and shall be open for inspection and reproduction by any citizen. Tennessee Code Annotated §10-7-503.

I understand that by submitting this application all documents provided referencing the submitted background checks related to my investigation and further investigation conducted as a result of those documents shall become public records.

I hereby release, absolve and hold harmless, the City of Morristown, the Morristown Beer Board, the Morristown Police Department, its employees, agents and representatives, from any and all liability of whatever type for any damages, causes of actions, personal or property injuries which may result as a consequence of my application for a beer permit, background investigation, release of documents or any other matters related to employees, agents and representatives as stated above.

I have been a citizen and/or lawful resident of the United States for not less than one (1) year immediately preceding the date of this affidavit.

I have read and understand the foregoing release and understand its provisions and voluntarily consent to abide by its requirements.

James H. Bowser JR
Signature of Applicant

6-16-2021

Date

Sworn to and subscribed by me this 16th day of June, 20 21

Notary Public: Rachel Westra

My Commission Expires: 4-26-22





CITY OF MORRISTOWN BEER BOARD
AUTHORIZATION FOR CRIMINAL HISTORY



6 - 16 - 2021
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 its 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 from 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

Street Address

City, State and Zip Code

[Signature]
Signature

JAMES H. BOWSER JR

Name -- Printed (include Maiden Name if Applicable)

Date of Birth

Social Security Number

Current Home Street Address

City, State and Zip Code

[Signature]
Signature

Rachel Westra
Name of Witness -- Printed

Rachel Westra



CITY of FOSTORIA

213 South Main Street
Fostoria, Ohio 44830-2322

Keith N Loreno
Chief of Police

DEPARTMENT OF SAFETY - DIVISION OF POLICE

PHONE (419) 435-8573

Date: June 29, 2021

A search for a criminal record has been requested for:

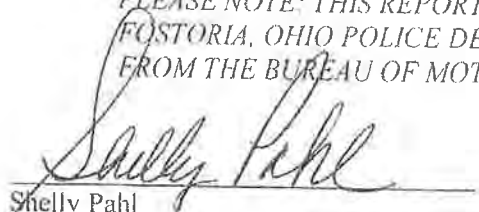
James H Bowser Jr
DOB

A search of criminal records has been conducted on the above named individuals

(No criminal records found.)

No further criminal records were found.

PLEASE NOTE: THIS REPORT CONTAINS ONLY CRIMINAL RECORDS HELD WITHIN THE
FOSTORIA, OHIO POLICE DEPARTMENT. TRAFFIC RECORDS MAY BE OBTAINED
FROM THE BUREAU OF MOTOR VEHICLES IN COLUMBUS, OHIO.


Shelly Pahl
Records Clerk
Fostoria Division of Police

Certified Record



I certify this to be a complete and true copy
of the record held by the
City of Fostoria Division of Police

Certified By: 

Date: June 29, 2021

PENNY PETTY, HAMBLLEN COUNTY CLERK

**LICENSE
0366071**

STANDARD BUSINESS TAX LICENSE

Total Due 16 32
Cash Check Check No Credit Card 16 32 Auth# 006882 Change
PEGGY wk04 Drawer 1 Site 1
Work Date 04/06/2021

DETACH THIS PORTION FOR CONFIDENTIAL FILE

**PENNY PETTY
HAMBLLEN COUNTY CLERK**

511 W 2ND NORTH ST
MORRISTOWN, TN 37814

**LICENSE
0366071**

STANDARD BUSINESS TAX LICENSE

Mailing

Location

75923 MONSTER RESTAURANT GROUP

MONSTER RESTAURANT GROUP

494 CROCKETT TRACE DR
MORRISTOWN, TN 37813

494 CROCKETT TRACE DR
MORRISTOWN, TN 37813

BENJAMIN SCOTT BLEVINS

LOCAL ACCOUNT NUMBER 75923

ISSUE DATE 04/06/21

STATE ACCOUNT NUMBER _____

TAX PERIOD start - 04/01/2021

TRANSACTION NUMBER _____

PAYMENT DUE BY 4/15/2022

CLASS 03

EXPIRATION DATE 5/15/2022

SALES TAX NUMBER 1001835187

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 wk04 Drawer 1 Site 1

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

POST AT
LOCATION OF
BUSINESS

City of Morristown
Minimum Business License
and Gross Receipt Tax

License Number

10891

THIS LICENSE EXPIRES 04/15/2022

Business Name MONSTER RESTAURANT GROUP
DBA MONSTER BURGERS & SHAKES
1292 W WILDWOOD DR
MORRISTOWN, TN 37814 USA

ID: 10891

Location: 483 CROCKETT TRACE

MINIMUM BUSINESS TAX

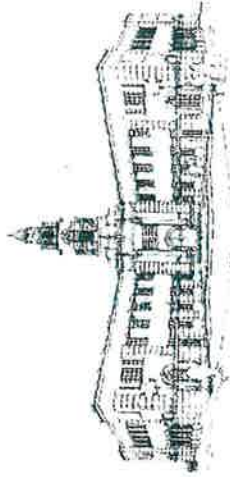
This is your official notice that if gross receipts tax is not paid within 60 days from above expiration date, a distress warrant may be issued to satisfy the tax dept. Further notification of expiration is not required by law. Please make note of these dates. If paid by check, this license valid only after check is paid. This license does not permit operation unless properly zoned, and/or in compliance with all other applicable laws/rules.

Classification: 2

Date issued 05/04/2021

By

A. W. Cox
Taxing Authority



City of Morristown

P.O. Box 1654
Morristown, Tennessee 37816-1654

Total Tax

PAID

This License is NOT Transferable

COMMERCIAL LEASE AGREEMENT (Single – Tenant Facilities)

For and in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Monsternash Concepts, LLC as tenant (hereinafter referred to as "Tenant"), and Ron Baldi as landlord (hereinafter referred to as "Landlord"), do hereby enter into this Lease Agreement ("Lease" or "Agreement") on this day of , ("Binding Agreement Date"). Landlord leases to Tenant, and Tenant leases from Landlord, the Property described as follows: All that tract of land known as: 494 Crockett Trace Dr Morristown (City), Tennessee, 37813 (Zip), as recorded in Hamblen County Register of Deeds Office, 1907 deed book(s) 97 page(s), and/or 034 instrument no. and further described as: Land Map 34 Parcel 21.04

together with all fixtures, landscaping, improvements, and appurtenances, all being hereinafter collectively referred to as the "Property", as more particularly described in Exhibit "A", or if no Exhibit "A" is attached as is recorded with the Register of Deeds Office of the county in which the Property is located and is made a part of this Lease by reference.

1. Term. term of this lease shall begin either on the earlier of the completion of work described in any attached Work Letter or 02/01/2021 ("Commencement Date"). The initial term of this Lease shall be for 10 years, 3 months following the Commencement Date ("Expiration Date").

☒ Option to Extend. This lease shall extend at the end of the term for a period of 5 years 0 months ending on , if written notice is given to landlord by tenant 180 days prior to the Expiration Date. Any other change in terms shall be agreed upon via an addendum or amendment to this Agreement.

☐ No extension

2. Possession. If Landlord is unable to deliver possession of the Property on the Commencement Date, rent shall be abated on a daily basis until possession is granted. If possession is not granted within 15 days from the Commencement Date, Tenant may terminate this Lease in which event Landlord shall promptly refund all payments and deposits to Tenant. The aforementioned remedies are the sole remedies recoverable from the Landlord for delays in delivery of possession to Tenant. Landlord shall have no liability for any delays in possession caused by strikes, acts of God or nature, or delays directly caused by Tenant's improvements. In the event of such delays, the date of Possession may be extended by the number of days resulting from such delays, not to exceed 30 calendar days; Landlord shall notify Tenant of any such delays. Inclement weather or other delays shall not extend the performance date unless they prevent the completion of work which would otherwise have been actually performed. Tenant acknowledges that Tenant has inspected the Premises and that it is fit for its stated use as described herein.

3. Rent. Tenant shall pay base rent ("Base Rent") to Landlord without demand, deduction or setoff, in advance, payable as follows:

Months 1-60 will be \$8,009.00 (Eight Thousand and Nine Dollars) per month

Months 61-120 will be \$8,809.00 (Eight Thousand Eight Hundred and Nine Dollars) per month

Rent shall be due, without notice or demand, on the first day of each month during the term of the Lease or any renewals or extensions thereof, at the address set forth in the Notice Section of this Lease (or at such other address as may be designated from time to time by Landlord in writing). If the Rent Commencement Date begins on the second (2nd) through the last day of any month, the initial Rent and the last month's Rent shall be prorated for that portion of those months. The initial month's Rent shall be paid at the time of leasing the Property. Tenant shall also pay additional rent ("Additional Rent") as may be provided elsewhere in this Lease. Such Additional Rent shall be paid in the same manner as the Base Rent. Base Rent and any Additional Rent shall be collectively referred to as "Rent".

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4. **Late Payment; Service Charge for Returned Checks.** Rent not paid in full by the fifth (5th) day of the month shall be late. Landlord shall have no obligation to accept any Rent not received by the fifth (5th) of the month. In the event a check is returned by the institution upon which it is drawn for any reason, Tenant shall pay a fee of \$ 35.00. If late payment is made and Landlord accepts the same, the payment must be in the form of cash, cashier's check or money order and must include a late charge of \$ 600.00 and, if applicable, a service charge for any returned check as stated above. Landlord reserves the right to refuse to accept uncertified funds from Tenant after one or more of Tenant's payments have been returned by the bank unpaid. Tenant waives notice and demand as to all payments of Rent due hereunder.

5. **Security Deposit.**

A. **Security Deposit to be Held by Landlord or Broker.** *[Check one. The section not marked shall not be a part of this Agreement.]*

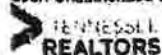
☒ **Landlord Holding Security Deposit.**

- (1) Tenant has paid to Landlord as security for Tenant's fulfillment of the conditions of this Lease a security deposit of Eight Thousand Nine Dollars (\$ 8,009.00) in cash, money order and/or check ("Security Deposit").
- (2) Landlord shall deposit the Security Deposit in Landlord's general account with Landlord retaining the interest if the account is interest bearing. Tenant acknowledges and agrees that Landlord shall have the right to use such funds for whatever purpose Landlord sees fit, and such funds will not be segregated or set apart in any manner.
- (3) Tenant recognizes and accepts the risk of depositing the Security Deposit with Landlord. Tenant acknowledges that Tenant has not relied upon the advice of any Broker in deciding to pay such Security Deposit to Landlord. Landlord and Tenant acknowledge and agree that:
 - (a) Broker has no responsibility for, or control over, any Security Deposit deposited with Landlord;
 - (b) Broker has no ability or obligation to insure that the Security Deposit is properly applied or deposited;
 - (c) The disposition of the Security Deposit is the sole responsibility of Landlord and Tenant as herein provided; and
 - (d) Landlord and Tenant agree to indemnify and hold harmless Broker and Broker's affiliated licensees against all claims, damages, losses, expenses or liability arising from the handling of the Security Deposit by Landlord.
- (4) Landlord shall return Security Deposit to Tenant, after deducting any sum which Tenant owes Landlord hereunder, or any sum which Landlord may expend to repair Property arising out of or related to Tenant's occupancy hereunder, abandonment of the Property or default in this Lease (provided Landlord attempts to mitigate such actual damage), including but not limited to any repair, replacement, cleaning or painting of the Property reasonably necessary due to the negligence, carelessness, accident, or abuse of Tenant or Tenant's employees, agents, invitees, guests, or licensees. In the event Landlord elects to retain any part of the Security Deposit, Landlord shall promptly provide Tenant with a written statement setting forth the reasons for the retention of any portion of the Security Deposit, including the damages for which any portion of the Security Deposit is retained. The use and application of the Security Deposit by Landlord shall be at the discretion of the Landlord. Appropriation by Landlord of all or part of the Security Deposit shall not be an exclusive remedy for Landlord, but shall be cumulative, and in addition to all remedies of Landlord at law or under this Lease. The Tenant may not apply the Security Deposit to any Rent payment.

☐ **Broker Holding Security Deposit.**

- (1) Tenant has paid to Broker _____ (acting as "Broker/Holder") located at _____ (Address of Broker/Holder) as security for Tenant's fulfillment of the conditions of this Lease ("Security Deposit") _____ Dollars (\$ 8) in ☐ cash, ☐ money order and/or ☐ check.
- (2) Broker/Holder shall deposit the Security Deposit in Broker/Holder's escrow/trustee account (with _____ retaining the interest if the account is interest bearing) within five (5) Banking Days from the Binding Agreement Date. In the event that Broker/Holder's escrow/trustee account is interest bearing, interest on the Security Deposit shall be disbursed in the following manner:

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(3) The Broker/Holder shall disburse the Security Deposit only as follows: (a) upon the failure of the parties to enter into a binding lease; (b) upon a subsequent written agreement signed by all parties having an interest in the funds; (c) upon order of a court or arbitrator having jurisdiction over any dispute involving the Security Deposit; (d) upon a reasonable interpretation of this Agreement by Broker/Holder; (e) as provided in the General Provisions section below of this Paragraph; or (f) upon the termination of the agency relationship between Landlord and Broker/Holder, in which event Broker/Holder shall only disburse the Security Deposit to another licensed Tennessee Real Estate Broker selected by Landlord, unless otherwise agreed to in writing by Landlord and Tenant, after notice by Landlord to Broker/Holder and Tenant. Prior to disbursing the Security Deposit pursuant to a reasonable interpretation of this Agreement, Broker/Holder shall give all parties seven (7) days notice stating to whom and in what amounts the disbursement will be made. Any party may object in writing to the disbursement, provided the objection is received by the Broker/Holder prior to the end of the seven (7) day notice period. All objections not raised in a timely manner shall be waived. In the event a timely objection is made, Broker/Holder shall consider the objection and shall do any or a combination of the following: (a) hold the Security Deposit for a reasonable period of time to give the parties an opportunity to resolve the dispute; (b) disburse the Security Deposit and so notify all parties; and/or (c) interplead the Security Deposit into a court of competent jurisdiction. Broker/Holder shall be reimbursed for and may deduct from any funds interpleaded its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Broker/Holder. No party shall seek damages from Broker/Holder (nor shall Broker/Holder be liable for the same) for any matter arising out of or related to the performance of Broker's/Holder's duties under this Security Deposit paragraph.

B. General Provisions Regarding Security Deposit.

- (1) In the event any Security Deposit check is not honored, for any reason, by the bank upon which it is drawn, the holder or Broker/Holder thereof shall promptly notify the other parties and Broker(s) to this Lease. Tenant shall have three (3) Business Days after notice to deliver good funds to the holder or Broker/Holder. In the event Tenant does not timely deliver good funds to the holder or Broker/Holder, the Landlord shall have the right to terminate this Agreement upon written notice to the Tenant.
- (2) The entire Security Deposit, if held by Landlord, will be returned to Tenant within thirty (30) days after the Property is vacated if:
 - (a) The term of the Lease has expired or the Lease has been terminated in writing by the mutual consent of both parties;
 - (b) All monies due under this Lease by Tenant have been paid;
 - (c) The Property is not damaged and is left in its original condition, normal wear and tear excepted;
 - (d) All keys have been returned; and
 - (e) Tenant is not in default under any of the terms of this Lease.

6. Repairs and Maintenance. Tenant agrees that no representations regarding the Property or the condition thereof and no promises to alter, decorate, improve, or repair have been made by Landlord, Broker, or their agents unless specified in this Lease.

The following shall be kept in good working order and repair, normal wear and tear excepted, by either the Landlord or Tenant as follows [Check all that apply. The sections not marked shall not be part of this Agreement]:

	<u>TENANT</u> <u>LANDLORD</u>			<u>TENANT</u> <u>LANDLORD</u>	
Heating system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Elevators	<input type="checkbox"/>	<input type="checkbox"/>
Plumbing system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Air conditioning system	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Parking area	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Electrical system/fixtures	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Driveway	<input type="checkbox"/>	<input type="checkbox"/>	Exterior walkways	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Building exteriors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Interior hallways	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Smoke detector	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lobby	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Terrace/patio	<input type="checkbox"/>	<input type="checkbox"/>	Loading area	<input type="checkbox"/>	<input type="checkbox"/>
Restrooms	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Trash facilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Stairs	<input type="checkbox"/>	<input type="checkbox"/>	Landscaping	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exterior windows	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Roof	<input checked="" type="checkbox"/>	<input type="checkbox"/>

148 Security alarm ☒ ☐ Other ☐ ☐

149 Any item not mentioned herein but existing on the Property (other than furniture, fixtures and equipment of Tenant) shall
150 be maintained by ☐ Landlord ☒ Tenant [Check one. The section not marked shall not be a part of this Agreement.]

151 Upon receipt of written notice from Tenant, Landlord shall, within a reasonable time period thereafter, repair all defects in
152 those facilities and systems that are the responsibility of Landlord to maintain in good working order and repair. If Tenant
153 does not promptly perform its maintenance and repair obligations as set forth herein, Landlord may make such repairs
154 and/or replacements and supply Tenant with an invoice for said repairs and/or replacements. Tenant shall promptly pay
155 the costs of the same within 30 days of receipt of invoice. Tenant waives any further notice of amount due for any
156 repairs or replacements under this Lease. Landlord shall not be liable to Tenant for any damage caused by any of the
157 above referenced systems or facilities or by water coming through or around the roof or any door, flashing, skylight, vent,
158 window, or the like in or about the Property, except if such damage is due to the gross negligence or willful misconduct of
159 Landlord. Tenant shall be responsible for the reasonable costs of repairs made necessary by the negligent or willful
160 misconduct of Tenant (including Tenant's employees, agents, invitees, guests, or licensees).

161 7. Services. Landlord shall provide, at Landlord's expense, the following services [Check all that apply. The sections not
162 marked by Landlord shall not be part of this Agreement]:

- 163 ☐ General cleaning and janitorial service of the interior of the Property _____ times a week.
164 ☐ Concierge service as follows: _____
165 ☐ Parking attendant as follows: _____
166 ☐ Property monitor as follows: _____
167 ☐ Trash collection service _____ times per week.
168 ☐ Soap, paper towels, and toilet tissue for restrooms _____ times per week.
169 ☐ Replacement of all light bulbs and repair and maintenance of all light fixtures located in the interior of the Property
170 _____
171 ☐ Other _____

172 Landlord shall not be liable for the nonperformance or inadequate performance of such services by third parties. Tenant
173 shall be responsible for the costs and provision of any services that Landlord has not expressly agreed to pay for in this
174 Lease. Tenant agrees to provide services not provided by Landlord that are necessary to keep the Property in good order,
175 condition, and repair, normal wear and tear excepted. If Tenant does not provide such services, Landlord may then provide
176 such services and supply Tenant with an invoice for said repairs and/or replacements. Tenant shall promptly pay Landlord
177 the costs for such services within 30 days of receipt of invoice. Tenant waives any further notice of amount due for any
178 repairs or replacements under this Lease.

179 8. Utilities. The services and/or utilities set forth below serving the Property shall be paid by either the Landlord or Tenant
180 as follows [Check all that apply. The sections not marked shall not be part of this Agreement]:

181 UTILITY	TENANT	LANDLORD	UTILITY	TENANT	LANDLORD
182 Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
183 Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Natural Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>
184 Garbage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cable Television	<input checked="" type="checkbox"/>	<input type="checkbox"/>
185 Telephone	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Internet Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>
186 Other	Security Alarm if present			<input checked="" type="checkbox"/>	<input type="checkbox"/>

187 Tenant shall be responsible for the costs of any utilities that Landlord has not expressly agreed to pay for in this Lease.
188 Tenant must provide proof of payment of final bills for all utilities or services termination (cutoff) slips. Landlord may, at
189 Landlord's option, pay utilities and be reimbursed by Tenant on the first of the following month. Landlord shall not be
190 liable for any interruptions or delays in the provision of utility services unless such interruptions or delays shall be caused
191 by Landlord's gross negligence or willful misconduct.

192 9. Termination / Holding Over. Either party may terminate this Lease at the end of the Term by giving the other party
193 180 days written notice prior to the end of the Term. If neither party gives notice of termination, a Holding Over
194 period shall result. Any Holding Over by the Tenant of the Property after the expiration of this Lease shall operate and be

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construed as a tenancy from month to month only with Base Rent in an amount equal to 150 % of the Base Rent payable in Paragraph 3 herein. All other terms of the Lease will remain in force, subject to the terms of this paragraph.

10. **Sublet and Assignment.** Tenant may not sublet the Property in whole or in part or assign this Lease without the prior written consent of Landlord. This Lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord and this Lease shall create a usufruct only. In the event Landlord shall assign this Lease, the assignee thereof shall be responsible to timely pay Brokers all commissions and other sums owed to them hereunder.

11. **Right of Access, Signage.** Landlord and Landlord's agents shall have the right to access the Property for inspection, repairs and maintenance during reasonable hours. In the case of emergency, Landlord may enter the Property at any time to protect life and prevent damage to the Property without liability for such entry. During the last 3 months of the term, Landlord and/or Landlord's agents may place a "for rent" or "for sale" sign on the interior and exterior of the Property, and may show Property to prospective tenants or purchasers during reasonable hours. Tenant agrees to cooperate with Landlord, Landlord's agent and Brokers who may show the Property to prospective tenants and/or purchasers. Tenant shall secure valuables and agrees to hold Landlord and/or Landlord's agent and Brokers harmless for any loss thereof. For each occasion where the access rights described above are denied, Tenant shall pay Landlord the sum of \$ 150.00 as liquidated damages; it being acknowledged that Landlord shall be damaged by the denial of access, that Landlord's actual damages are hard to estimate, and that the above amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty.

Without Landlord's prior written permission, Tenant shall not place any sign, advertising matter, or any other things of any kind on any part of the outside walls or roof of the Property or on any part of the interior of the Property that is visible from the exterior of the Property. Tenant shall maintain all such permitted signs, advertising matter, or any other thing of any kind in good condition and repair. Tenant agrees to remove at its cost all such permitted signs, advertising matter, or any other things of any kind at the end of this Lease. Landlord shall have the right to remove prohibited signs, advertising matter or any other things of any kind at the expense of the Tenant.

12. **Use.** The Property shall only be used for the purposes set out as follows:
Restaurant Use

The Property shall be used so as to comply with all federal, state, county, and municipal laws and ordinances and any applicable rules and regulations. Tenant shall not use or permit the Property to be used for any disorderly or unlawful purpose; nor shall Tenant engage in any activity on the Property which would endanger the health and safety of others or which otherwise creates a nuisance.

13. **Property Loss.** Storage of personal property by Tenant shall be at Tenant's risk and Landlord shall not be responsible for any loss or damage. Tenant shall be responsible to insure Tenant's personal property against loss or damage. Landlord shall not be responsible for any damage to Tenant's property, unless such damage is caused by Landlord's gross negligence or willful misconduct.

14. **Default.**

A. **Failure to pay Rent or Failure to Reimburse Landlord for damages or costs.** If Tenant fails to pay Rent or fails to reimburse Landlord for any damages, repairs or costs when due, Tenant shall be deemed to be in default and Landlord shall have the right to terminate this Lease by giving fifteen (15) days written notice to Tenant and to accelerate all remaining payments that Tenant is required to pay under this Lease. These payments shall be due and payable fifteen (15) days after Tenant receives the aforementioned notice. Landlord and Tenant acknowledge that Landlord shall be damaged by Tenant's default, that Landlord's actual damages are hard to estimate, and that the above amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty. If Landlord accelerates as provided in this subparagraph, it shall seek another tenant for the Property and credit any amounts received to the Tenant, less the following:

- (1) reimbursement for all expenses incurred as a result of Tenant's failure to perform its obligations under the Lease;
- (2) the costs of securing another tenant, including, but not limited to, advertising and brokerage commissions; and
- (3) the costs of altering, dividing, painting, repairing, and replacing the Property to accommodate a new tenant.

Landlord's rights expressed herein are cumulative of any and all other rights expressed in this Lease. Tenant shall remain liable for Rent from and after any action by Landlord under a proceeding against Tenant for Holding Over or detainer warrant, whether or not Tenant retains the right to possession of the Property.

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B. Cure Period. If Tenant defaults under any term, rule, condition or provision of this Lease, excluding failure to pay Rent or failure to reimburse Landlord for any damages, repairs or costs when due, Landlord shall provide Tenant with written notice of the breach. Tenant shall have 15 Business Days ("Cure Period") within which Tenant may cure said breach. In the event such default is curable within the cure period and Tenant has not cured the breach within the Cure Period, Landlord may, at his option, terminate this Lease by delivering written notice thereof to Tenant and pursue any remedies available herein or available to Landlord at law. If default is not curable within the cure period, but Tenant is diligently pursuing the cure, Landlord may allow Tenant additional days through a separate agreement to cure. In the event that Tenant cures the breach during the aforementioned Cure Period, a second violation of this Agreement within 12 months shall be grounds for the Landlord to terminate this Lease by providing written notice without an additional Cure Period.

C. All rights and remedies available to Landlord by law or in this Lease shall be cumulative and concurrent.

D. In the event that either Tenant or Landlord hereto shall file suit for breach or enforcement of this Agreement, the prevailing party shall be entitled to recover all costs of such enforcement, including reasonable attorney's fees in addition to any other remedies available herein or permitted by law.

15. Rules and Regulations.

A. Tenant is prohibited from adding, changing or in any way altering locks installed on the doors of Property without prior written permission of Landlord. If all keys to the Property are not returned when Tenant vacates the Property, Landlord may charge a re-key charge in the amount of \$ 125.00.

B. Non-operative vehicles are not permitted on the Property. Any such non-operative vehicle may be removed by Landlord at the expense of Tenant, for storage or for public or private sale as permitted by applicable law, and Tenant shall have no right or recourse against Landlord thereafter.

C. No goods or materials of any kind or description which are combustible or would increase fire risk shall be kept in or placed on the Property (except for goods and materials typically found in a general office use provided that the same are limited in quantity to that normally found in such use).

D. No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be placed in walls, woodwork or any part of the Property.

E. Tenant shall not place any objects or personal property on the Property in a manner that is inconsistent with the load limits of the Property. Tenant shall consult Landlord before placing any heavy furniture, file cabinets, or other equipment in the Property.

F. If Landlord provides electricity and/or natural gas hereunder, Landlord shall provide heating and air conditioning to the Property between _____ a.m. and _____ p.m., Monday through Friday (*excluding Holidays*); between _____ a.m. and _____ p.m., Saturday; and between _____ a.m. and _____ p.m. Sunday as applicable. Tenant shall notify Landlord by 4:00 p.m. of the preceding Business Day of any requests for overtime heating and air conditioning. Landlord may charge Tenant its reasonable costs of providing such overtime heating and air conditioning.

G. Tenant shall not, without Landlord's prior consent, use any equipment which uses electric current in excess of 110 volts, which will increase the amount of electricity ordinarily furnished for use of the Property as herein designated, or which requires clean circuits or other distribution circuits.

H. Landlord may establish additional reasonable Rules and Regulations concerning the maintenance, use, and operation of the Property. A copy of any current additional Rules and Regulations are attached in Exhibit _____ and are a part of this Lease. Amendments and additions to the Rules and Regulations shall be effective upon delivery of a copy thereof to Tenant and do not require Tenant's signature to be effective.

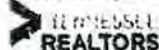
16. Abandonment or Vacating the Property.

A. Abandonment. If Tenant removes or attempts to remove personal property from the Property other than in the usual course of continuing occupancy, without having first paid Landlord all monies due, the Property may be considered abandoned. In the event of abandonment, Landlord shall have the right to terminate the Lease.

B. Vacating Premises. If Tenant removes personal property from the Property and/or ceases to do business at the Property before the termination of this Lease and any extensions thereof, Tenant shall be in default of this Lease. Landlord shall then have the right to exercise any of his remedies as contained herein or as available at law.

17. Estoppel Certificate. Tenant shall, from time to time, upon Landlord's request execute, acknowledge, and deliver to Landlord, within ten (10) days of such request, a certificate certifying: (a) that this Lease is unmodified and in full force and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the nature thereof); (b) that to the best of its knowledge there are no uncured defects on the part of the Landlord (or if any such

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defaults exist, a specific description thereof; (c) the date to which any Rents or other charges have been paid in advance; and (d) any other reasonable matters requested by Landlord. Landlord and any prospective purchaser or transferee of Landlord's interest hereunder or any than existing or prospective mortgagee or grantee of any deed to secure debt may rely on such certificates.

18. **Alteration and Improvements.** Tenant shall not make or allow to be made any alterations, physical additions, or improvements in or to the Property without first obtaining Landlord's prior written consent. Landlord may grant or withhold such consent within its reasonable discretion and may impose reasonable discretion upon its consent. All costs of any such alteration, addition, or improvement shall be borne by Tenant, unless otherwise agreed in writing. The provisions of the Work Letter attached hereto as Exhibit c and a part of this Lease, shall govern any alterations or improvements to be performed prior to the Commencement Date of this Lease. Upon the Expiration Date of this Lease and any renewal terms or Hold Over periods, Tenant agrees to return the Property, at Landlord's sole discretion, in its original condition, normal wear and tear excepted.

19. **Destruction of Property.**

A. If earthquake, fire, storm, or other casualty shall totally destroy (or so substantially damage as to be untenable) the Property, Rent shall abate from the date of such destruction. Landlord, at his sole discretion, shall have the right to determine whether restoration of the Property will be undertaken. Landlord shall have sixty (60) days OR ☐ _____ days from date of destruction to provide notice to Tenant as to whether restoration shall be undertaken.

If restoration shall not be undertaken, Landlord shall give Tenant thirty (30) days OR ☐ _____ days written notice of Termination whereupon Rent and all other obligations herein shall be adjusted between the parties as of the date of such destruction. If restoration shall be commenced, the restoration of the Property to a tenable condition shall be completed within one hundred eighty (180) days from the date of destruction.

In the event the Landlord elects to complete such restoration, but fails to do so within one hundred eighty (180) days following such destruction, this Lease shall be terminated unless otherwise agreed to by the parties in writing.

In the event that Landlord determines that restoration cannot be completed as above, Landlord may, at his sole discretion, elect to relocate Tenant to comparable space belonging to Landlord at Landlord's expense. If Tenant objects to such relocation, Tenant may terminate this Lease with written notice to Landlord within ten (10) days after receipt of such notice from Landlord whereupon Rent and all other obligations hereunder shall be adjusted between the parties as of the date of such destruction. If such notice is not given, then this Lease shall remain in force.

B. If the Property is damaged but not rendered wholly untenable and/or unusable for its intended purpose by earthquake, fire, flood, storm, or other casualty, Rent shall abate in such proportion as the Property has been damaged as determined by casualty insurance carrier (or in the absence of casualty insurance carrier, by Landlord), and Landlord shall restore the Property as reasonably quickly as practicable whereupon all Rent shall commence.

C. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of the Property, whether total or partial, is the result of the negligent or intentional acts of Tenant, its contractors, employees, agents, invitees, guests, or licensees.

20. **Insurance.** Tenant agrees that during the Term of the Lease and any extensions or Hold Over periods thereof, Tenant will carry and maintain, at its sole cost, the following types of insurance, in the amounts specified and in the form hereinafter provided. All insurance policies procured and maintained herein (other than workers' compensation insurance) shall name Landlord, Landlord's property manager(s), Landlord's Broker(s) and Landlord's lender as additional insured, shall be carried with insurance companies licensed to do business in the State of Tennessee and having a current financial strength rating in Best's Rating of not less than B+. Such insurance policies or, at Landlord's election, duly executed certificates of such policies, accompanied by proof of the payment of the premium for such insurance, shall be delivered to Landlord before the earlier of (a) the initial entry by contractor/subcontractor upon the Property for the installation of its equipment or improvements, or (b) the Commencement Date of the Lease. Certificates of renewal of such insurance or copies of any replacement insurance policies, accompanied by proof of payment of the premiums for such insurance, shall be delivered to Landlord at least ten (10) days before the expiration of each respective policy term. Tenant shall include a provision in any and all insurance policies wherein the insurance provider agrees to provide notice to all entities designated as additional insureds in the event of nonpayment of premiums or cancellation of policy.

Tenant shall comply with all rules and regulations applicable to the Property issued by the Tennessee Board of Fire Prevention or by anybody hereinafter constituted exercising similar functions. Tenant shall not intentionally do anything, or permit anything to be done, on or about the Property that might adversely affect, contravene, or impair any policies of insurance that are in force for the Property or any part thereof. Tenant shall pay all costs, damages, expenses, claims, fines or penalties incurred by Landlord or Tenant because of Tenant's failure to comply with this Paragraph. Tenant indemnifies

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Landlord from all liability with reference thereto. [Check all that apply. The sections not marked shall not be part of this Agreement]:

☒ A. **General Commercial Liability Insurance (or reasonable equivalent thereto).** Such insurance shall cover Property and Tenant's use thereof against claims for personal injury, bodily injury or death, property damage and products liability occurring upon, in, or about the Property. The limits of such policy shall be in such amounts as Landlord may from time to time reasonably require, but in any event not less than One Million Dollars (\$ 1,000,000.00) for each occurrence. Such insurance shall be endorsed to cover independent contractors and contractual liability. Such insurance shall extend to any liability of Tenant arising out of the indemnities provided for in this Lease.

☒ B. **Fire and Extended Coverage Insurance (or reasonable equivalent thereto).** Such insurance shall cover Tenant's interest in its improvements to the Property, and all furniture, equipment, supplies, inventory, and other property owned, leased, held or possessed by it and contained therein. Such insurance coverage shall be in an amount equal to not less than One Hundred percent (100 %) of full replacement cost as updated from time to time during the Term of the Lease or any extensions thereof or Hold Over periods. Tenant shall promptly provide Landlord written notice in the event of any damages to persons or property occurring on the Property from fire, accident, or any other casualty.

☒ C. **Worker's Compensation Insurance (or reasonable equivalent thereto).** Such insurance shall include coverage as required by applicable law.

☒ D. **Contractors Insurance (or reasonable equivalent thereto).** If Tenant engages any contractor or subcontractor to construct improvements or perform any other work on the Property, Tenant shall require that such contractor or subcontractor have in force commercial general liability insurance, including personal injury coverage, contractual liability coverage, completed operations coverage, property damage endorsement, and, for any work which is subcontracted, contractors' protective liability coverage, insuring against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of such work. The limits of such policy for both damage to property and bodily injury to be in such amounts as Landlord may from time to time reasonably require, but in any event not less than One Million Dollars (\$ 1,000,000.00) for each occurrence. Any such contractor or subcontractor shall also be required to maintain workers' compensation insurance as required by applicable law.

☐ E. **Plate Glass Insurance (or reasonable equivalent thereto).** Such insurance shall cover all plate glass and any glass signage located on the Property.

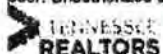
21. **Taxes.** Tenant shall pay any and all taxes (including assessments and license fees) assessed or imposed upon Tenant's fixtures, furniture, appliances, and personal property located in the Property. [Check all that apply. The sections not marked shall not be part of this Agreement]:

☐ A. **Landlord Pays All Property Taxes.** Landlord shall pay all Property Taxes levied against the Property. Tenant shall not pay any Property Taxes levied against the Property.

☒ B. **Tenant Shall Pay Property Taxes.**

☐ C. **Tenant Pays Increases in Property Taxes.** In addition to other rent payments specified in this Lease, Tenant shall pay as Additional Rent the amount by which all Property Taxes on the Property for each tax year exceeds taxes on the Property for the tax year _____. On or before the first (1st) day of the Term of this Lease, Landlord will provide Tenant written notice of Landlord's estimate of the Additional Rent payable under this subparagraph. During December of each calendar year or as soon as practicable, Landlord will give Tenant written notice of its estimate of payments to be made for the ensuing calendar year. On the first (1st) day of each month during the Term of the Lease, Tenant will pay one-twelfth (1/12) of the estimated amount in the manner provided in the Rent Paragraph. If notice is not given in December, Tenant will continue to pay on the basis of the prior year's estimate until the month after the notice given. Within ninety (90) days after the close of each calendar year or as soon as practicable thereafter, Landlord will deliver to Tenant (1) a statement of Property Taxes for the calendar year certified by certified public accountants designated by Landlord and (2) a statement of the payments made or to be made for the calendar year that has been prepared on the basis of the certified statement. If on the basis of those statements Tenant owes an amount that is less than the estimated payments for the calendar year previously made by the Tenant, Landlord will pay Tenant the amount of the overpayment within thirty (30) days after delivery of those statements. If on the basis of those statements Tenant owes an amount that is more than the estimated payments for such calendar year previously made by Tenant, Tenant will pay the deficiency to Landlord

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within thirty (30) days after delivery of those statements. If the Lease commences on a day other than the first (1st) day of the calendar year or ends on a day other than the last day of a calendar year, the amounts payable under this subparagraph shall be prorated.

22. **Condemnation.** If all or any part of the Property is taken or appropriated by any public or quasi-public authority under the power of eminent domain, and if the remaining portion of the Property is thereby rendered untenable or unusable for the purposes herein stated, this Lease shall terminate when the condemning authority takes possession, and any Rent paid for any period beyond possession by the condemning authority shall be repaid to Tenant. Landlord shall receive the entire condemnation award without deduction therefrom for any interest of Tenant in the Property, but Tenant shall have the right to make a separate claim with the condemning authority for, and to receive therefrom, (a) any moving expenses incurred by Tenant as a result of such condemnation; (b) any costs incurred or paid by Tenant in connection with any alteration or improvement made by Tenant to the Property; (c) the value of Tenant's personal property taken; (d) Tenant's loss of business income; and (e) any other separate claim which Tenant may be permitted to make under applicable law, provided that such other separate claims shall not reduce or adversely affect the amount of Landlord's award.

23. **Disclaimer.** Tenant and Landlord acknowledge that they have not relied upon any advice, representations or statements of Brokers (including their firms and affiliated licensees) and waive and shall not assert any claims against Brokers (including their firms and affiliated licensees) involving same. It is understood and agreed that the real estate firms and real estate licensee(s) representing or assisting Landlord and/or Tenant and their brokers (collectively referred to as "Brokers") are not parties to this Agreement and do not have or assume liability for the performance or nonperformance of Landlord or Tenant. Tenant and Landlord agree that Brokers, their firms and affiliated licensees shall not be responsible for any of the following, including but not limited to, matters which could have been revealed through a survey, title search or inspection of the Property; for any geological issues present on the Property; for any issues arising out of the failure to physically inspect Property prior to entering into this Agreement or date of possession; for the condition of the Property, any portion thereof, or any item therein; for building products and construction techniques; for the necessity or cost of any repairs to the Property; for hazardous or toxic materials; for termites and other wood destroying organisms; for square footage; for acreage; for the availability and cost of utilities, septic or community amenities; for proposed or pending condemnation actions involving Property; for the tax or legal consequences of this transaction; for the appraised or future value of the Property; and for any condition(s) existing off the Property which may affect the Property; for the terms, conditions and availability of financing; and for the uses and zoning of the Property whether permitted or proposed. Tenant and Landlord acknowledge that Brokers, their firms, and affiliated licensees are not experts with respect to the above matters and that, if any of these matters or any other matters are of concern to them, they shall seek independent expert advice relative thereto. Tenant further acknowledges that in every neighborhood there are conditions which different tenants may find objectionable. Tenant shall therefore be responsible to become fully acquainted with neighborhood and other off-site conditions which could affect the Property.

24. **Agency and Brokerage.**

A. **Agency.**

- (1) In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage firm and, where the context would indicate, the broker's affiliated licensees. No Broker in this transaction shall owe any duty to Tenant or Landlord greater than what is set forth in their broker engagements, the Tennessee Real Estate Broker License Act of 1973, as amended, and the Tennessee Real Estate Commission Rules, as amended.
- (2) A Designated Agent is one who has been assigned by his/her Managing Broker and is working as an agent for the Landlord or Tenant in a prospective transaction, to the exclusion of all other licensees in his/her company.
- (3) An Agent for the Landlord or Tenant is a type of agency in which the licensee's company is working as an agent for the Landlord or Tenant and owes primary loyalty to that Landlord or Tenant.
- (4) A Facilitator relationship occurs when the licensee is not working as an agent for either party in this consumer's prospective transaction. A Facilitator may advise either or both of the parties to a transaction but cannot be considered a representative or advocate for either party. "Transaction Broker" may be used synonymously with, or in lieu of, "Facilitator" as used in any disclosures, forms or agreements. [By law, any licensee or company who has not entered into a written agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until such time as an agency agreement is established.]
- (5) A dual agency situation arises when an agent (in the case of designated agency) or a real estate firm (wherein the entire real estate firm represents the client) represents both the Landlord and the Tenant.
- (6) Landlord and Tenant acknowledge that if they are not represented by a Broker they are each solely responsible for their own interests and that Broker's role is limited to performing ministerial acts for that unrepresented party;

B. Agency Disclosure.

(1) The Broker, if any, working with the Landlord is identified on the signature page as the "Listing Broker", and said Broker is (Select One. The items not selected are not part of this Agreement):

- ☐ the Designated Agent for the Landlord,
- ☒ the agent for the Landlord,
- ☐ a Facilitator for the Landlord, OR
- ☐ a dual agent.

(2) The Broker, if any, working with the Tenant is identified on the signature page as the "Leasing Broker", and said Broker is (Select One. The items not selected are not part of this Agreement):

- ☐ the Designated Agent for the Tenant,
- ☐ the agent for the Tenant,
- ☐ a Facilitator for the Tenant, OR
- ☐ a dual agent.

(3) **Dual Agency Disclosure.** *[Applicable only if dual agency has been selected above.]* Landlord and Tenant are aware that Broker is acting as a dual agent in this transaction and consent to the same. Landlord and Tenant have been advised that:

1. In serving as a dual agent the Broker is representing two clients whose interests are, or at times could be, different or even adverse;
2. The Broker will disclose all adverse, material facts relevant to the transaction, and actually known to the dual agent, to all parties in the transaction except for information made confidential by request or instructions from another client which is not otherwise required to be disclosed by law;
3. The Landlord and Tenant do not have to consent to dual agency; and
4. The consent of the Landlord and Tenant to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.
5. Notwithstanding any provision to the contrary contained herein, Landlord and Tenant each hereby direct Broker, if acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position, unless required to disclose by law.

(4) **Material Relationship Disclosure.** *[Required with dual Agency.]* The Broker and/or affiliated licensees have no material relationship with either client except as follows: _____ A material relationship means one of a personal, familial or business nature between the Broker and affiliate licensees and a client which would impair their ability to exercise fair judgment relative to another client.

Landlord's Initials _____ Tenant's Initials WM

C. Brokerage. Brokers listed below have performed a valuable service in this transaction and are made third party beneficiaries hereunder only for the purposes of enforcing their commission rights. Payment of commission to a Broker shall not create an agency relationship between Leasing Broker and either Landlord or Landlord's Broker. Landlord agrees to pay the Broker listed below and representing Landlord to lease the Property ("Listing Broker") a commission of: *[Check all that apply. The sections not marked shall not be part of this Agreement]:*

☒ Negotiated by separate written agreement.

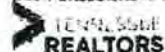
☐ \$ _____ or _____ % of the total Base Rent to be paid under the Lease, which shall be due and payable upon occupancy.

☐ \$ _____ or _____ % of Base Rents, which shall be due and payable upon a Tenant's monthly payment of Rent in the manner provided in the Rent Paragraph above. Said Commission shall be paid for the entire Term of the Lease or any extensions thereof or any Hold Over Period, regardless of any breach of this Lease by any party.

☐ \$ _____ OR _____ % of Base Rent Payable as follows:

- ☐ _____ % of Commission upon lease execution.
- ☐ _____ % upon Rent commencement or _____ % upon occupancy.

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☐ plus _____ % of Base Rent on any renewals and/or extensions thereof payable on the 1st day of renewal or extension period.

☒ Other

Listing Broker will receive 10% of the 1st years rental income

In the event the Lease is made in cooperation with another Broker listed below as the Leasing Broker, the Listing Broker shall receive 100 % of the total real estate commission paid hereunder and the Leasing Broker shall receive 0 % of the total real estate commission paid hereunder. In the event Tenant and/or Landlord fail or refuse to perform any of their obligations herein, the non-performing party shall immediately pay the Listing Broker and the Leasing Broker their full commissions. The Listing real estate firm and Leasing real estate firm may jointly or independently pursue the non-performing party for that portion of the commission which they would have otherwise received under the Lease.

25. Other Provisions.

A. **Time of Essence.** Time is of the essence in this Lease.

B. **No Waiver.** Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions of this Lease or any of the rules and regulations set forth herein shall not operate as a waiver of any such violation or of Landlord's right to insist on a prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Landlord for any such violation. No provision, covenant or condition of this Lease may be waived by Landlord unless such waiver is in writing and signed by Landlord.

C. Definitions.

1. Landlord as used in this Lease shall include its representatives, heirs, agents, assigns, and successors in title to Property.
2. Broker shall mean a licensed Tennessee real estate broker or brokerage firm and, where the context would indicate, the Broker's affiliated licensees.
3. "Landlord" and "Tenant" shall include singular and plural, and corporations, partnerships, companies or individuals, as may fit the particular circumstances.
4. Property Taxes means any form of real or personal property taxes, assessments, special assessments, fees, charges, levies, penalties, service payments in lieu of taxes, excises, assessments, and charges for transit, housing, or any other purposes, impositions or taxes of every kind and nature whatsoever, assessed or levied by any authority having the power to tax against the Property or any legal or equitable interest of Landlord in the Property, whether imposed now or in the future, excepting only taxes measured by the net income of Landlord from all sources.
5. Business Days shall mean Monday through Friday, excluding Holidays.
6. Bank Days shall mean Monday through Saturday at noon, excluding Holidays.

D. **Entire Agreement.** This Lease and any attached addenda constitute the entire agreement between the parties and no oral statement or amendment not reduced to writing and signed by both parties shall be binding. Notwithstanding the above, the Landlord may provide amendments and/or additions to the Rules and Regulations which shall be effective upon delivery of a copy thereof to Tenant and do not require the signature of the Tenant. It is hereby agreed by both Landlord and Tenant that any real estate agent working with or representing either party shall not have the authority to bind the Landlord, Tenant or any assignee to any contractual agreement unless specifically authorized in writing within this Agreement.

E. **Attorney's Fees and Costs of Collection.** Whenever any sums due hereunder are collected by law, or by attorney at law to prosecute such an action, then both parties agree that the prevailing party will be entitled to reasonable attorney's fees, plus all costs of collection.

F. **Indemnification.** Tenant releases Landlord, Broker, Broker's firm and Broker's affiliated licensees from liability for and agrees to indemnify Landlord, Broker, Broker's firm and Broker's affiliated licensees against all losses incurred by Landlord, Broker, Broker's firm and/or Broker's licensees as a result of: (a) Tenant's failure to fulfill any condition of this Lease; (b) any damage or injury happening in or about the Property due to Tenant or Tenant's invitees, employees or licensees or such persons' property, except where such damage or injury is due to gross negligence or willful misconduct of Landlord, Broker, Broker's firm or Broker's affiliated licensees; (c) Tenant's failure to comply

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with any requirements imposed by any governmental authority; and (d) any judgment lien or other encumbrance filed against the Property as a result of Tenant's actions.

G. No Partnership. Tenant by execution of this Lease is not a partner of Landlord in the conduct of its business or otherwise, or joint venturer, or a member of any joint enterprise with Landlord.

H. No Recordation. Tenant shall not record this Lease or any short form memorandum thereof without Landlord's prior written consent.

I. Notices. Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and delivered (1) in person, (2) by prepaid overnight delivery service, (3) by facsimile transmission (FAX), (4) by the United States Postal Service, postage prepaid, registered or certified return receipt requested or (5) Email. Notice shall be deemed to have been given as of the date and time it is actually received. Receipt of notice by the Broker representing a party as a client or a customer shall be deemed to be notice to that party for all purposes herein.

Landlord's address:	Tenant's address:
<u>24629 Wayman St</u>	<u>611 Parkway</u>
<u>Newhall, CA 91321-2612</u>	<u>Sevairville, TN 37862</u>
Email <u>ronbaldi@att.net</u>	Email <u>monstermashburgers@gmail.com</u>

J. Governing Law and Venue. This Agreement may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws and in the courts of the state of Tennessee.

K. Severability. If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

L. Terminology. As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine shall mean the feminine and vice versa, and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property. In the event a performance deadline occurs on a Saturday, Sunday or legal holiday, the performance deadline shall extend to the next following Business Day. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103.

M. Construction. This Agreement or any uncertainty or ambiguity herein shall not be construed against any party but shall be construed as if all parties to this Agreement jointly prepared this Agreement.

N. Equal Opportunity. This Property is being leased without regard to race, color, sex, religion, handicap, familial status, or national origin.

26. Sale of the Property to Tenant. Landlord shall pay Leasing Broker a commission in the amount of _____ percent (____%) and Listing Broker a commission in the amount of Four percent (4%) of the gross sales price at closing or as determined in the Special Stipulations paragraph of this Agreement if Tenant acquires from Landlord title to Property or any part thereof of any property as an addition, expansion, or substitution for the Property during the Term of this Lease, any renewals thereof, or within one (1) year after the expiration of this Lease. Such commission shall be payable in lieu of any further commission which otherwise Broker would have been due under this Lease.

27. Exhibits. All exhibits attached hereto, listed below or referenced herein are made a part of this Lease. If any such exhibit conflicts with any preceding paragraph, said exhibit shall control.

28. Special Stipulations. The following Special Stipulations, if conflicting with any preceding paragraph, shall control:
 Lease Shall Commence 2/1/2021 Rent Shall Commence the 1st day of June 2021.
 Possession shall be delivered upon full execution of this lease, execution of the attached personal guarantee, and Landlord's receipt of Deposit Check.

Tenant shall have Two (2) successive Five (5) year options to extend the lease after the initial term of the lease, by providing notice no later than 180 days prior to the expiration of the current term or option period

Option Period 1 will be for a Period of Five (5) Years at \$9,690 per month

Option Period 2 will be for a Period of Five (5) Years at \$10,659 per month

As apart of this agreement, the Tenant will also be leasing the furniture in place and shall be responsible for maintaining it in good condition excepting normal wear and tear.

(Mark box if additional pages are attached.)

LEGAL DOCUMENTS: This is an important legal document creating valuable rights and obligations. If you have questions about it, you should review it with your attorney. Neither the Broker nor any Agent or Facilitator is authorized or qualified to give you any advice about the advisability or legal effect of its provisions.

NOTE: Any provisions of this Agreement which are preceded by a box "☐" must be marked to be a part of this Agreement. By affixing your signature below, you also acknowledge that you have reviewed each page and have received a copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal.

The party(ies) below have signed and acknowledge receipt of a copy.

TENANT
 By: Benjamin Blevis
 Title: Owner
 Entity: _____

Date _____ at _____ o'clock ☐ am/ ☐ pm

LANDLORD
 By: Will Morrison
 Title: Broker
 Entity: _____
 02/17/2021

Date _____ at _____ o'clock ☐ am/ ☐ pm

Emergency # for repairs _____

TENANT
 By: _____
 Title: _____
 Entity: _____

Date _____ at _____ o'clock ☐ am/ ☐ pm

LANDLORD
 By: _____
 Title: _____
 Entity: _____

Date _____ at _____ o'clock ☐ am/ ☐ pm

Emergency # for repairs _____

The party(ies) below have signed and acknowledge receipt of a copy.

BY: Broker or Licensee Authorized by Broker
2/17/21 at _____ o'clock ☐ am/ ☐ pm

Date Will Morrison
 PRINT/TYPE NAME: _____

Leasing Broker/Firm _____

Date _____ at _____ o'clock ☐ am/ ☐ pm

PRINT/TYPE NAME _____

The party(ies) below have signed and acknowledge receipt of a copy.

BY: Broker or Licensee Authorized by Broker
 _____ at _____ o'clock ☐ am/ ☐ pm

Date Morrison Properties/ Will Morrison
 PRINT/TYPE NAME: _____

Listing Broker/Firm _____

Date _____ at _____ o'clock ☐ am/ ☐ pm

Morrison Properties/ Will Morrison
 PRINT/TYPE NAME _____

This form is copyrighted and may only be used in real estate transactions in which user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to Tennessee REALTORS® at 615- 321-1477.

TENNESSEE
 REALTORS

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 CF421 - Commercial Lease Agreement, Page 13 of 14

Will Morrison

is involved as a Tennessee REALTORS® authorized

Version 01/01/2021



STATE OF TENNESSEE
DEPARTMENT OF REVENUE

**Certificate of Registration
Business Tax**

April 6, 2021



MONSTER RESTAURANT GROUP
494 CROCKETT TRACE DR
MORRISTOWN TN 37813-2158

Letter ID: L1335409792
Account ID: 1001872607-BUS
Account Type: Business Tax
Effective Date: April 1, 2021

You have filed an application for business tax registration for the business at the location shown below:

Location No.: 1001392956

Location Address: MONSTER RESTAURANT GROUP
494 CROCKETT TRACE DR
MORRISTOWN TN 37813-2158

To ensure proper processing of your correspondence or return, please include your account ID on all documents you submit to the Department of Revenue.

Business Licenses

This certificate is not your business license. To complete your registration, you must get a business license from your county and/or city clerk. You must pay a \$15 fee to the city and/or county clerk for each initial license. You need a certificate of registration and a business license for each of your business locations.

Taxpayers in these business tax classifications **are not required** to obtain a business license:

- Classification 1, 2, 3, and 4B taxpayers with no established physical location in Tennessee,
- Classification 4A contractors with no established physical location in Tennessee and with \$50,000 or less in sales in any city or county,
- Classification 5A taxpayers (industrial loan and thrift companies)

Note that out-of-state Classification 4A contractors must get a business license in any city and/or county where they earn more than \$50,000 in compensation.

Tax Returns

Taxpayers must file and pay business tax returns online. You must file your consolidated business tax return each year on the 15th day of the fourth month after the close of your business year end. If your business is set up on a calendar year, your tax return is due April 15 of the following year. To avoid penalty and interest charges, taxpayers must file all returns and payments on or before the due date.

David Gerregano
Commissioner of Revenue

52	53	61	62	64
51	54	60	63	
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F D

B10

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B8

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B5

B4

B3

B2

B1

BAR

19 20 21 22

18 17 16 15

10 11 12 13 14

Page : 1 of 2 06/29/2021 08:26:21
Order Number : 22185796
PO Number :
Customer : 21876374 City Of Morristown
Contact :
Address1 : Ashley Ahl
Address2 : PO Box 1499
City St Zip : Morristown TN 378161499
Phone : (423) 581-0100
Fax : (423) 585-4679
Printed By : ctadtaker3
Entered By : ctadtaker4
Keywords : Beer Permit Notice - Monstermash Burger (Cindy)
Notes :
Zones :

Ad Number : 22277677
Ad Key :
Salesperson : 04 - Alyssa Snodgrass
Publication : Citizen Tribune
Section : Classified Section
Sub Section : Classified Section
Category : Public Notices-130
Dates Run : 07/08/2021-07/08/2021
Days : 1
Size : 1 x 6.02, 62 lines
Words : 102
Ad Rate : Open
Ad Price : 52.59
Amount Paid : 0.00
Amount Due : 52.59

PUBLIC NOTICE

The Beer Board of the City of Morristown, Tennessee, will meet on Tuesday, July 20, 2021 at 5:00 p.m. at the Morristown City Center, 100 West First North Street, to consider the following Beer Permit:

On-premise Permit for Monster Restaurant Group LLC (Owner Tiffany Blevins and Managers Samantha Barker, James Bowser Jr., Natasha Maynard and James A Ricker) DBA Monster Burgers & Shakes located at 483 Crockett Trace Drive, Morristown, TN.

Off-premise Permit for Umiya 2021 Inc. (Owner and Registered Agent Pankaj Patel) DBA Super Marathon located at 1154 E Andrew Johnson Hwy.

Order Number	:	22185796	Ad Number	:	22277677
PO Number	:		Ad Key	:	
Customer	:	21876374 City Of Morristown	Salesperson	:	04 - Alyssa Snodgrass
Contact	:		Publication	:	Citizen Tribune
Address1	:	Ashley Ahl	Section	:	Classified Section
Address2	:	PO Box 1499	Sub Section	:	Classified Section
City St Zip	:	Morristown TN 378161499	Category	:	Public Notices-130
Phone	:	(423) 581-0100	Dates Run	:	07/08/2021-07/08/2021
Fax	:	(423) 585-4679	Days	:	1
	:		Size	:	1 x 6.02, 62 lines
	:		Words	:	102
Printed By	:	ctadtaker3	Ad Rate	:	Open
Entered By	:	ctadtaker4	Ad Price	:	52.59
	:		Amount Paid	:	0.00
	:		Amount Due	:	52.59
Keywords	:	Beer Permit Notice - Monstermash Burger (Cindy)			
Notes	:				
Zones	:				

Published:07/08/21

Kenneth Hinkle

From: Tiffany Begley <montermashburgers@gmail.com>
Sent: Friday, July 2, 2021 9:47 AM
To: Kenneth Hinkle
Subject: Natasha Monster

Natasha Maynard is no longer employed with Monster as of June 28th 2021

Sent from my iPhone



CITY OF MORRISTOWN BEER PERMIT OWNER/MANAGER QUESTIONNAIRE



Reason for Application: ☒ New Application

☐ Manager Change or Addition

1. Name Natasha Maynard ☐ Owner - Percentage of Ownership _____ % ☒ Manager
2. Home Address _____ City _____ State TN Zip _____
3. Home Phone N/A Cellular Phone _____ Date of Birth _____
4. Are you a United States Citizen: ☒ Yes ☐ No
5. Driver's License # _____ State TN Social Security # _____
6. Local Business Name Monster Burgers and Shakes
7. Local Business Address/Zip _____ Business Phone 423 500-8010
8. Have you ever been convicted of any violation of liquor and/or beer laws, controlled substance laws, felonies, or any crime involving moral turpitude, within the last ten years, or do you have any charges currently pending?
☐ Yes* ☒ No
 *If yes, give particulars of each charge, including city, county, state: court and date: _____
9. Have you ever had a beer permit revoked, suspended, or denied? ☐ Yes* ☒ No
 *If yes, explain: _____
10. Have you ever been convicted of any misdemeanors, other than minor traffic violations, within the last ten (10) years or have any charges currently pending?
☒ Yes* ☐ No
 *If yes, give particulars of each charge, including city, county, state: court and date: theft under \$1000.00
It was domestic.
11. Do you understand both the state laws and local laws regulating the sale and distribution of beer in the City of Morristown?
☒ Yes ☐ No
12. Do you understand that allowing illegal gambling on the premises will be subject the permit to revocation?
☒ Yes ☐ No

AFFIDAVIT

I hereby solemnly swear or affirm that each statement on this questionnaire is true and correct and agree that if my statement is false, the permit issued may be revoked by the Beer Board, upon notice and hearing, and that the burden is on the permittee to prove the correctness of all the statements in this application.

I understand that this application is subject to the Tennessee Public Records Act and shall be open for inspection and reproduction by any citizen. Tennessee Code Annotated §10-7-503.

I understand that by submitting this application all documents provided referencing the submitted background checks related to my investigation and further investigation conducted as a result of those documents shall become public records.

I hereby release, absolve and hold harmless, the City of Morristown, the Morristown Beer Board, the Morristown Police Department, its employees, agents and representatives, from any and all liability of whatever type for any damages, causes of actions, personal or property injuries which may result as a consequence of my application for a beer permit, background investigation, release of documents or any other matters related to employees, agents and representatives as stated above.

I have been a citizen and/or lawful resident of the United States for not less than one (1) year immediately preceding the date of this affidavit.

I have read and understand the foregoing release and understand its provisions and voluntarily consent to abide by its requirements.

Natasha Maynard
Signature of Applicant

5-22-21
Date

Sworn to and subscribed by me this 22nd day of June, 20 21

Notary Public: Cynthia Diane Ols

My Commission Expires: 2/3/2025





CITY OF MORRISTOWN BEER BOARD
AUTHORIZATION FOR CRIMINAL HISTORY



5-22-21
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 its 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 from 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

Street Address

City, State and Zip Code

Natasha Maynard
Signature

- All

Natasha Rose Sasko Maynard
Name - Printed (include Maiden Name if Applicable)

Date of Birth

Social Security Number

Current Home Street Address

City, State and Zip Code

Natasha Maynard
Signature

Samantha Bork
Name of Witness - Printed

Inmate Charge History

HAWKINS COUNTY SHERIFFS OFFICE

DATE: 06/28/2021

TIME: 03:56:25PM

Page 1 of 1

Inmate Name: **MAYNARD, NATASHA ROSE**

Jacket Number: **52876**

Race / Sex: **W / F**

Social Security #: **5202**

Date Of Birth:

Charge	Charge Description	Counts	Booking Number	Disp	Charge Date	Release Date	Days
39-14-103A	THEFT OF PROPERTY OVER 1000.00	1	1030703		02/03/2017	02/03/2017	1
	THEFT OF PROPERTY OVER 500.00						
39-14-103A	THEFT OF PROPERTY OVER 1000.00	1	1033575		02/14/2018	02/15/2018	2
39-14-103A	THEFT OF PROPERTY OVER 1000.00	1	1034100		04/22/2018	04/24/2018	3
39-14-103A	THEFT OF PROPERTY OVER 1000.00	1	1034156		04/29/2018	05/01/2018	3
39-14-103A	THEFT OF PROPERTY OVER 1000.00	1	1034208		05/06/2018	05/08/2018	3
	THEFT OF PROPERTY						



CITY OF MORRISTOWN BEER PERMIT
CITY OFFICIALS CHECKLIST



TAX OFFICE CHECKLIST

Current Taxes Verified

_____ City Taxes

_____ County Taxes

POLICE DEPARTMENT CHECKLIST

Public Notices

☒ Notice of Beer Board Meeting

☒ Signs Posted at Location of Business – Date Posted: 7/2/21

☒ Newspaper Notice of Application – Date Ran in Newspaper: 7/8/21

☒ Background Investigation

_____ Date of Beer Board Approval: _____

_____ Copy of Permit (Number _____) Issued

_____ Prorated Privilege Tax Paid

_____ Signature of person verifying completion of checklist

PLANNING CHECKLIST

Requested location is in a (check one)
ordinances of the City of Morristown.

☐ Non-conforming

☒ Conforming location under the zoning laws and

Signature of City Planner

Jan Hill

INSPECTIONS CHECKLIST

Have occupancy issues been addressed by City Inspections? ☐ Non-Conforming ☒ Conforming

Signature of City Inspector

MRJ

FIRE DEPARTMENT CHECKLIST

Have the fire code inspections been completed? ☐ Non-conforming ☒ Conforming

Signature of Fire Marshall

Billy Hill



CITY OF MORRISTOWN BEER BOARD
APPLICATION FOR BEER PERMIT
CHECKLIST & INFORMATION



Please submit the forms listed below with your application

- ☒ 1. Completed permit application & owner/manager questionnaire submitted to City of Morristown Tax Office, 100 West 1st North St., Morristown, TN 37814.
- ☒ 2. Designation of Registered Office and Registered Agent
- ☒ 3. Completed authorization form for Criminal History Inquiry on all owners, registered agents and managers.
- ☒ 4. Permit application (\$250) & Publication fee paid (\$30) total of \$280
- ☒ 5. Copy of Current County Business License
- ☒ 6. Copy of Current City Business License
- ☒ 7. Copy of Lease Agreement or Certified Copy of Deed & Copy of Corporate Charter, LLC, etc. (if applicable)
- ☐ 8. Copy of Certificate of Registration for Tennessee Sales Tax
- ☒ 9. Restaurant seating area plan showing a minimum of 40 seats at tables.

This application must be completely filled out and submitted with application fees (non-refundable) and the requirements listed above. By making this application, the applicant assumes personal responsibility for all information provided. The Beer Board may delay action or deny the permit if an application contains inaccurate information. Copies of licenses and documents must be submitted with the completed beer permit application to the City of Morristown Tax Office, 100 West 1st North Street. Each application must be signed and notarized. Applicants may call (423) 318-1552 with any questions regarding the application process.

A background check will be conducted from all counties an applicant has resided in within the last 10 years. The Beer Board requires records checks on all owners, registered agents and managers.

The owner shall list the local manager(s) responsible for operations. Any change in management must be reported and a new owner/manager questionnaire submitted to the city business tax office. A new manager is subject to a background check. Applicant may not have been convicted of any crime involving moral turpitude or violation of any alcoholic beverage law within the ten (10) years prior to applying for permit.

The City will place a public notice in the local newspaper one (1) time at least ten (10) days prior to the Beer Board meeting. A notice will also be posted at the establishment at least (15) days prior to the meeting.

State law requires a \$100.00 annual privilege tax which is due each January. New permittees will pay a prorated annual tax.

A permit holder must surrender the beer permit to the City Business Tax Office within five (5) days of termination of the business, change in ownership, relocation of the business or change in the business name. A change in ownership for a corporate owner occurs when at least fifty percent (50%) of the stock of the corporation is transferred to a new owner.

The City Beer Board meets as needed on the first and third Tuesday of each month. To ensure consideration of an application, the applicant must submit the completed application to the City of Morristown Tax Office 30 days prior to the next Beer Board meeting in order to appear on that agenda.

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

RECPT#: 646038

06/28/21 14:35 2842spowe

CUSTOMER#:0

NAME:

PANKAJ PATEL

CHG: 808

BEER BOND

280.00

PAID AMT

28 PAID BY NAME

UMIYA 2021 INPAY METHOD

CASH

AMT TENDERED:

AMT APPLIED: 300.00

CHANGE: 280.00



CITY OF MORRISTOWN
APPLICATION FOR BEER PERMIT



(It is the applicant's responsibility to provide complete and accurate information. The Beer Board could delay action on the application if any information is not accurate.)

I/we hereby make application for a permit to sell, store, brew, or distribute beer or other beverages authorized to be sold, stored or distributed under the provisions of the City of Morristown's Municipal Code, Title 8, Chapter 2, and base my application upon the answers to the following questions:

1. Reason for application ☐ New Business ☒ New Ownership ☐ Name Change
☐ Other _____
2. Name of Business Owner(s): PANKAJ PATEL
3. Is Owner a ☒ Corporation ☐ General Partnership ☐ Limited Partnership ☐ LLC
☐ Sole Proprietorship ☐ Other _____
4. Under what name will the business operate: UMIYA 2021 INC
5. Business Address 1154 EAST ANDREW JOHNSON HWY MORRISTOWN Phone 423-353-4115
6. Property Owners Name PATRICK TAYLOR Phone _____
7. Type of permit requested: ☐ Restaurant ☐ Limited Service Restaurant ☐ Non-Profit Club
☐ On/Off Premise Microbrewery ☒ Off Premise (Convenience Store, Drug Store, Grocery Store)
☐ Caterer
8. Will business be applying for a Liquor-By-the-Drink (LBD) License through the Alcohol Beverage Commission (ABC)? ☐ Yes ☒ No
9. List names of all general partners and owners and designate percentage of ownership. (Use additional paper if necessary.) Each person owning 5% or more of the business must complete an owner/manager questionnaire (attached) and submit to a criminal history/background checks conducted by the City of Morristown's Police Department from all counties of residence within the last 10 years. If ownership is a corporation, please indicate whether the corporation is privately held or publicly traded. Be sure to include all names ever used by the named individuals, (i.e. maiden and previous married names).

10. List the name(s) of registered agents and managers or others on-site responsible for operations. Any change in management must be reported to the Business Tax Office. Any new manager must complete the owner/manager questionnaire and submit to a criminal history/background check as listed in No. 8 above.
PANKAJ PATEL



CITY OF MORRISTOWN
BEER PERMIT APPLICATION AFFIDAVIT



1. I/we PANKAJ PATEL hereby solemnly swear or affirm that each statement in this application is true and correct and understand that if any statement contained herein is false, the permit issued is automatically forfeited and voided. Furthermore, that in the event of forfeiture I/we shall not be eligible to receive another permit for a period of ten (10) years pursuant to Tennessee Code Annotated § 57-5-105(d).
2. I/we understand that all applicants are charged with the responsibility of knowing the local and state beer laws. I/we are aware that the penalty for violating state or local beer laws can include revocation or suspension of the permit and/or the imposition of civil penalties up to two thousand five dollars (\$2,500) per offense.
3. I/we understand that if the business allows illegal gambling on the premises that the beer permit will be subject to revocation.
4. I/we understand that by submitting this application, a background investigation shall be conducted on the applicant(s) and all on-site managers who will be selling beer at the permitted establishment. It is further understood that any and all documents related to that investigation shall become public record open for public inspection and reproduction pursuant to Tennessee Code Annotated § 10-7-503.
5. I/we understand that a requirement of maintaining good status standing with the Morristown Beer Board is that I/we must notify the City of Morristown Tax Office each time there is a change in the on-site manager responsible for selling beer.
6. I/we hereby release, absolve and hold harmless, the City of Morristown, the Morristown Beer Board, the Morristown Police Department, its employees, agents and representatives from any and all liability of whatever type for any damages, causes of actions, personal property injuries which may result as a consequence of my application for a beer permit, background investigation, release of documents or any other matters related to my application. I/we hereby waive all possible liability of the City of Morristown, Morristown Beer Board, Morristown Police Department, its employees, agents and representatives as stated above.
7. I/we agree that the beer permit holder shall use servers possessing server's permits issued by the State of Tennessee Alcoholic Beverage Commission and have said permits available for inspection upon request.
8. I/we agree that the hiring of an employee who has been convicted within the past ten (10) years of any law relating to the sale, possession, manufacture or transportation of intoxicating beverages, including beer, as defined by City of Morristown Municipal Code Section 8-213 or the hiring of an employee who has been convicted of any felony or crime involving moral turpitude within the past ten (10) years will be cause for possible revocation of the beer permit.
9. I/we understand if any information given in the application subsequently changes, I/we will immediately notify the Morristown Beer Board.
10. I/we understand that if the business closes, relocates, or there is any change in the ownership of the business, the permit will be surrendered to the Business Tax office within 5 days of said change for appropriate action.
11. I/we assume full responsibility for the permit and will be accountable for full compliance with the laws of Morristown and the State of Tennessee in the sale of beer.
12. I/we have read the foregoing release. I/we fully understand its provisions, and voluntarily consent to abide by its requirements.
13. I/we acknowledge and understand that the fees paid for the beer permit application process are non-refundable.
14. The undersigned is the applicant or the bona fide and qualified agent/representative of the corporate applicant.
15. I/we have been a citizen and/or lawful resident of the United States for not less than one (1) year immediately preceding the date of this document.

P. M. Patel P. M. Patel
Applicant Signature or Agent / Representative

06/28/21
Date

Co-Applicant Signature

Date

Co-Applicant Signature

Date

Sworn to and subscribed by me this 28th day of June, 20 21

Notary Public: Cynthia Diane CBB

My Commission Expires: 2/3/2025





CITY OF MORRISTOWN BEER PERMIT OWNER/MANAGER QUESTIONNAIRE



Reason for Application: ☒ New Application

☐ Manager Change or Addition

1. Name PANKAJ PATEL ☐ Owner - Percentage of Ownership 100 % ☐ Manager
2. Home Address _____ City _____ State _____ Zip _____
3. Home Phone (____) _____ Cellular Phone (____) _____ Date of Birth _____
4. Are you a United States Citizen: ☐ Yes ☒ No
5. Driver's License # 139995589 State _____ Social Security # 101 .65.2823
6. Local Business Name UMIYA 2021 INC.
7. Local Business Address/Zip 1535 E. 1154 E. ANDREW JOHNSON HWY Business Phone (423) 353-4115
MORRISTOWN TN 37814
8. Have you ever been convicted of any violation of liquor and/or beer laws, controlled substance laws, felonies, or any crime involving moral turpitude, within the last ten years, or do you have any charges currently pending?
☐ Yes* ☒ No
*If yes, give particulars of each charge, including city, county, state: court and date: _____
9. Have you ever had a beer permit revoked, suspended, or denied? ☐ Yes* ☒ No
*If yes, explain: _____
10. Have you ever been convicted of any misdemeanors, other than minor traffic violations, within the last ten (10) years or have any charges currently pending?
☐ Yes* ☒ No
*If yes, give particulars of each charge, including city, county, state: court and date: _____
11. Do you understand both the state laws and local laws regulating the sale and distribution of beer in the City of Morristown?
☒ Yes ☐ No
12. Do you understand that allowing illegal gambling on the premises will be subject the permit to revocation?
☒ Yes ☐ No

AFFIDAVIT

I hereby solemnly swear or affirm that each statement on this questionnaire is true and correct and agree that if my statement is false, the permit issued may be revoked by the Beer Board, upon notice and hearing, and that the burden is on the permittee to prove the correctness of all the statements in this application.

I understand that this application is subject to the Tennessee Public Records Act and shall be open for inspection and reproduction by any citizen. Tennessee Code Annotated §10-7-503.

I understand that by submitting this application all documents provided referencing the submitted background checks related to my investigation and further investigation conducted as a result of those documents shall become public records.

I hereby release, absolve and hold harmless, the City of Morristown, the Morristown Beer Board, the Morristown Police Department, its employees, agents and representatives, from any and all liability of whatever type for any damages, causes of actions, personal or property injuries which may result as a consequence of my application for a beer permit, background investigation, release of documents or any other matters related to employees, agents and representatives as stated above.

I have been a citizen and/or lawful resident of the United States for not less than one (1) year immediately preceding the date of this affidavit.

I have read and understand the foregoing release and understand its provisions and voluntarily consent to abide by its requirements.

P. M. Patel
Signature of Applicant

P. M. Patel

06/28/21
Date

Sworn to and subscribed by me this 28th day of June, 20 21

Notary Public: Cynthia Diane Dibb

My Commission Expires: 2/3/2025





CITY OF MORRISTOWN BEER BOARD
AUTHORIZATION FOR CRIMINAL HISTORY



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 its 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 from 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

03/01/21 to Present

11/19/19 to 02/28/21

07/14/18 to 11/18/2019

07/01/18 to 07/13/18

Rikita ben Patel
Name of Witness - Printed

Street Address

2564 Buford trail morristown TN
City, State and Zip Code 3781

Pankaj Patel
Signature

PATEL PANKAJ MAHESHBHAI
Name - Printed (include Maiden Name if Applicable)

Date of Birth

Social Security Number

Current Home Street Address

City, State and Zip Code

P.M. Patel
Signature



Morristown Police Department

ROGER OVERHOLT
Chief of Police

Knoxville Police Dept. 865-215-7433
Records Division

June 30, 2021

I am requesting a records check for the purpose of a Beer Permit on the following individual:

Pankaj Maheshbhai Patel

DOB:

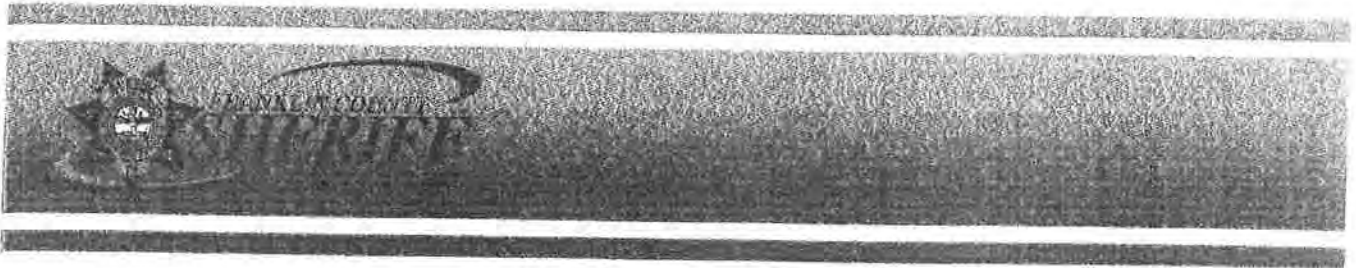
SSN:

If you have any questions, please give me a call at 423-585-4681 or fax me the results at 423-585-4685.

Thanks in advance for your assistance,

Lt. Kenneth Hinkle
Support Services Lieutenant
Morristown Police Department

NO RECORD
KNOXVILLE POLICE DEPARTMENT
RECORDS BUREAU
DATE 7/9/21 BY *[Signature]*



494 GEORGE FRALEY PARKWAY • WINCHESTER, TENNESSEE 37398
OFFICE: (931) 962-0123 • DISPATCH: (931) 967-2331 • Fax: (931) 967-9884

PANKAJ MAHESHBHAI PATEL

D.O.B:

SSN:

FRANKLIN COUNTY SHERIFF DEPARTMENT

DILIGENT SEARCH HAS BEEN MADE

There are no active warrants **IN OUR COUNTY** at this time and no record on this person.

NAME JAMIE ESKEW - WARRANTS DEPT

DATE 7/2/21

SIGNATURE Jamie Eskew

Contact Information:

Franklin County Sheriff's Office

Phone: 931-962-0123 Fax: 931-967-9884

Email: Jeskew@fcsheriff.org



Morristown Police Department

ROGER OVERHOLT
Chief of Police

Winchester Police Dept. (931) 967-1685
Records Division

June 30, 2021

I am requesting a records check for the purpose of a Beer Permit on the following individual:

Pankaj Maheshbhai Patel

DOB:

SSN:

RESULTS: NO RECORDS FOUND.
Sent Brothers
WPD 272
931-967-3840

If you have any questions, please give me a call at 423-585-4681 or fax me the results at 423-585-4685.

Thanks in advance for your assistance,

Lt. Kenneth Hinkle
Support Services Lieutenant
Morristown Police Department



Morristown Police Department

ROGER OVERHOLT
Chief of Police

Knox County Sheriff's Dept. 865-215-2145
Records Division

June 30, 2021

I am requesting a records check for the purpose of a Beer Permit on the following Individual:

Pankaj Maheshbhai Patel DOB: SSN:

If you have any questions, please give me a call at 423-585-4681 or fax me the results at 423-585-4685.

Thanks in advance for your assistance,

Lt. Kenneth Hinkle
Support Services Lieutenant
Morristown Police Department



KNOX COUNTY SHERIFF'S OFFICE
NO RECORD FOUND

Kathleen Woble
6/30/21

PENNY PETTY, HAMBLLEN COUNTY CLERK

LICENSE
0366949

STANDARD BUSINESS TAX LICENSE

Total Due: 15.00
Cash: 20.00 Check: Check No. Change: 5.00
GAIL WK01 Drawer: 23 Site: 1
Work Date: 06/22/2021

DETACH THIS PORTION FOR CONFIDENTIAL FILE

PENNY PETTY HAMBLLEN COUNTY CLERK

511 W. 2ND NORTH ST
MORRISTOWN, TN 37814

LICENSE
0366949

STANDARD BUSINESS TAX LICENSE

Mailing

Location

76023 UMIYA 2021 INC

1154 EAST AJ HWY
MORRISTOWN, TN 37814

UMIYA 2021 INC

1154 EAST AJ HWY
MORRISTOWN, TN 37814

LOCAL ACCOUNT NUMBER 76023
STATE ACCOUNT NUMBER 1001424107
TRANSACTION NUMBER _____
CLASS 02
SALES TAX NUMBER 0

ISSUE DATE 06/22/21
TAX PERIOD STARTED - 07/16/2021
PAYMENT DUE BY 4/15/2022
EXPIRATION DATE 5/15/2022

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

GAIL WK01 Drawer:23 Site:1

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

[Return to Agenda](#)

DO NOT ACCEPT UNLESS THIS DOCUMENT IS PRINTED WITH A COLOR BACKGROUND, CONTAINS A VOID PANTOGRAPH, AND A MICROPRINT BORDER.

**POST AT
LOCATION OF
BUSINESS**

**City of Morristown
Minimum Business License
and Gross Receipt Tax**

License Number

10924

THIS LICENSE EXPIRES 04/15/2022

Business Name UMIYA 2021 INC
SUPER MARATHON
1154 EAST ANDEW JOHNSON HWY
MORRISTOWN, TN 37814 USA

ID: 10924

Location: 1154 EAST ANDREW JOHNSON HWY

MINIMUM BUSINESS TAX

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.

Classification: 2

Date issued 06/22/2021

By

A. W. [Signature]
Taxing Authority



City of Morristown
P.O. Box 1654
Morristown, Tennessee 37816-1654

Total Tax

PAID

This License is NOT Transferable

LEASE AGREEMENT

This lease agreement made and entered into on this 13th day of June 2021, by and between By Lo Markets Inc. hereinafter Designated "Lessor", and , Pankaj Patel hereinafter "Lessee".

WITNESSETH

That for the considerations and upon the terms and conditions recited herein, Lessor hereby leased to the Lessee the property at 1154 E AJ Hwy Morristown,Tn.37814 to wit:

1. This lease shall include all building fixtures, and equipment located on the leased property and owned/or controlled by either Lessor or Lessee.
2. The terms of this lease shall be for a period of Ten (10) years with a Ten (10) year option .
beginning on 16th July 2021 and ending on 15th June 2031. The lease payment is Four Thousand Dollars and 00/100 (\$4,000.00) due on the 16th day of each month. If the option is renewed for the next ten years the lease will increase to \$4250.00 mo. There is a Four Thousand Dollars and 00/100 (\$4,000.00) security deposit. If property ever goes for sale the Lessee has the first option to purchase.
3. The Lessor will maintain the air machine and the ATM with the Lessee providing the internet.
4. Upon termination of this lease for whatever reason, Lessee shall have Thirty (30) days after the date of such termination to enter the premises and remove any improvements of equipment placed thereon by Lessee or any third parties acting under the direction of Lessee. However any improvements which shall be deemed to be part of the realty shall not be subject to removal.
5. Lessee will keep the building, water pipes, sewer, drains, heat and air units, coolers, freezers and all electrical systems in good state of repair during the tenure of this lease. Lessee will be responsible for maintenance on all Laundromat equipment. Lessee shall have the right to make improvements to the premises from time to time as Lessee in its discretion sees fit to do; however, Lessee shall not be obligated to do so.
6. It is mutually agreed that if the leased premises are damaged by fire, storm, or other catastrophe, such damages shall be repaired by Lessor forthwith after the same occurs, and the expense of such repairs shall be borne by the Lessor, provided however, if the damage is so extensive as to

render said premises not tenantable, Lessee shall have no obligation to pay rental until Lessor has restored the premises to a condition comparable to that which existed prior to the occurrence of the damage. In the alternative, Lessee may at its option, terminate said lease without further liability to the Lessor if the damage to the premises is too extensive as to make same not tenantable.

7. Lessor shall keep all equipment (walk-in cooler, heat and air,) in the store in good working condition, 'normal wear and tear expected.'

8. It is further understood and agreed that notices given under this Lease shall be deemed to be properly given if delivered in writing, personally, or sent by registered mail to the Lessor at the address herein shown, or to the Lessee at the address herein shown. Date giving such notice by mail is the date on which such notice is deposited in a Post Office of the United States Post Office Department.

9. In the event of a default in any payment due under the terms of this Lease, the Lessor shall have the right to re-enter and re-take said premises upon thirty (30) days written notice to the Lessee, provided however, Lessee may cure said default during the thirty (30) day period after receiving notice of same, and said lease shall remain intact.

10. Lessor will be responsible for the pumps , and maintaining equipment through contract agreement with Ziptron oil.

11. Lessor will be responsible for tanks, maintaining canopy, roof and parking lot. Lessee will carry liability insurance on the property. Lessor will be responsible for property taxes and insurance on property. Lessee agrees to bear the risk of loss.

12. Lessor is the sole owner of the Leased premises. Lessee shall have peaceable and quiet enjoyment and possession of the Leased premises during the term in any renewals. There are mortgages on the Leased premises. The parties agree to execute the memorandum of Lease in recordable form at the time of signing this Lease Agreement.

13. Fuel will be under fuel agreement with Ziptron oil.

14. Lessee will maintain normal levels of fuel and inside inventory and continue to operate the business located on the Leased Premises until the effective date of this lease.

15. The lease must be conditioned on _____ having in hand on or before the date:

- a. Suitable agreement for fuel supply
- b. Necessary permits and licenses including but not limited to permit to sell beer.
- c. Issuance of Bank letter of credit.

By lo Markets Inc.
Patrick Taylor

Patrick Taylor
Owner

P. M. Pate
Lessee



STATE OF TENNESSEE
DEPARTMENT OF REVENUE

**Certificate of Registration
Business Tax**

June 16, 2021

SUPER MARATHON
PO BOX 33038
DECATUR GA 30033-0038

Letter ID:
Account ID:
Account Type: Business Tax
Effective Date: July 1, 2021

You have filed an application for business tax registration for the business at the location shown below:

Location No.: 1001415935

Location Address: SUPER MARATHON
PO BOX 33038
DECATUR GA 30033-0038

To ensure proper processing of your correspondence or return, please include your account ID on all documents you submit to the Department of Revenue.

Business Licenses

This certificate is not your business license. To complete your registration, you must get a business license from your county and/or city clerk. You must pay a \$15 fee to the city and/or county clerk for each initial license. You need a certificate of registration and a business license for each of your business locations.

Taxpayers in these business tax classifications **are not required** to obtain a business license:

- Classification 1, 2, 3, and 4B taxpayers with no established physical location in Tennessee,
- Classification 4A contractors with no established physical location in Tennessee and with \$50,000 or less in sales in any city or county,
- Classification 5A taxpayers (industrial loan and thrift companies)

Note that out-of-state Classification 4A contractors must get a business license in any city and/or county where they earn more than \$50,000 in compensation.

Tax Returns

Taxpayers must file and pay business tax returns online. You must file your consolidated business tax return each year on the 15th day of the fourth month after the close of your business year end. If your business is set up on a calendar year, your tax return is due April 15 of the following year. To avoid penalty and interest charges, taxpayers must file all returns and payments on or before the due date.

David Gerregano
Commissioner of Revenue



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 06-16-2021

Employer Identification Number:

Form: SS-4

Number of this notice: CP 575 A

UMIYA 2021 INC
SUPER MARATHON
1154 E ANDREW JOHNSON HWY
MORRISTOWN, TN 37814

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN . This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

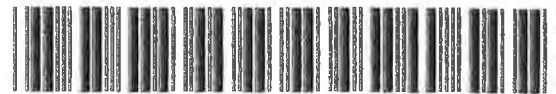
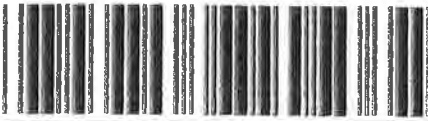
Form 940	01/31/2022
Form 944	01/31/2022
Form 1120	04/15/2022

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.



001211064

CHARTER FOR-PROFIT CORPORATION

SS-4417



Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286

Filing Fee: \$100.00

For Office Use Only

-FILED-

Control # 001211064

The undersigned, acting as incorporator(s) of a for-profit corporation under the provisions of the Tennessee Business Corporation Act, adopt the following Articles of Incorporation.

1. The name of the corporation is: UMIYA 2021 INC

(Note: Pursuant to the provisions of T.C.A. §48-14-101(a)(1), each corporation name must contain the words *corporation, Incorporated, or company* or the abbreviation *corp., Inc., or co.*)

2. Name Consent: (Written Consent for Use of Indistinguishable Name)

☐ This entity name already exists in Tennessee and has received name consent from the existing entity.

3. This company has the additional designation of: None

4. The name and complete address of its initial registered agent and office located in the State of Tennessee is:

PANKAJ PATEL
1154 E ANDREW JOHNSON HWY
MORRISTOWN, TN 37814-6676
HAMBLLEN COUNTY

5. Fiscal Year Close Month: December Period of Duration: Perpetual

6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is:
(none) (Not to exceed 90 days)

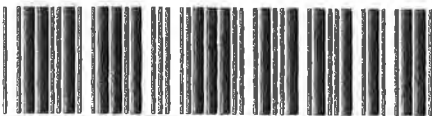
7. The corporation is for profit.

8. The number of shares of stock the corporation is authorized to issue is: 100

9. The complete address of its principal office is:

1154 E ANDREW JOHNSON HWY
MORRISTOWN, TN 37814-6676
HAMBLLEN COUNTY

(Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.)



**CHARTER
FOR-PROFIT CORPORATION**

SS-4417



Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286

Filing Fee: \$100.00

For Office Use Only

-FILED-

Control # 001211064

The name of the corporation is: UMIYA 2021 INC

10. The complete mailing address of the entity (if different from the principal office) is:

1154 E ANDREW JOHNSON HWY
MORRISTOWN, TN 37814-6676

11. List the name and complete address of each incorporator:

Title	Name	Business Address	City, State, Zip
Incorporator	PANKAJ PATEL	1154 E ANDREW JOHNSON HWY	MORRISTOWN, TN 37814-6676

12. Professional Corporation: (required if the additional designation of "Professional Corporation" is entered in section 3.)

☐ I certify that this is a Professional Corporation.

Licensed Profession:

13. Other Provisions:

(Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.)

Electronic

Signature

PANKAJ PATEL

Printed Name

Incorporator

Title/Signer's Capacity

Jun 16, 2021 4:44PM

Date

Page : 1 of 2 06/29/2021 08:26:21

Order Number : 22185796
PO Number :
Customer : 21876374 City Of Morristown
Contact :
Address1 : Ashley Ahl
Address2 : PO Box 1499
City St Zip : Morristown TN 378161499
Phone : (423) 581-0100
Fax : (423) 585-4679

Printed By : ctadtaker3
Entered By : ctadtaker4

Keywords : Beer Permit Notice - Monstermash Burger (Cindy)
Notes :
Zones :

Ad Number : 22277677
Ad Key :
Salesperson : 04 - Alyssa Snodgrass
Publication : Citizen Tribune
Section : Classified Section
Sub Section : Classified Section
Category : Public Notices-130
Dates Run : 07/08/2021-07/08/2021
Days : 1
Size : 1 x 6.02, 62 lines
Words : 102
Ad Rate : Open
Ad Price : 52.59
Amount Paid : 0.00
Amount Due : 52.59

PUBLIC NOTICE

The Beer Board of the City of Morristown, Tennessee, will meet on Tuesday, July 20, 2021 at 5:00 p.m. at the Morristown City Center, 100 West First North Street, to consider the following Beer Permit:

On-premise Permit for Monster Restaurant Group LLC (Owner Tiffany Blevins and Managers Samantha Barker, James Bowser Jr., Natasha Maynard and James A Ricker) DBA Monster Burgers & Shakes located at 483 Crockett Trace Drive, Morristown, TN.

Off-premise Permit for Umiya 2021 Inc. (Owner and Registered Agent Pankaj Patel) DBA Super Marathon located at 1154 E Andrew Johnson Hwy.

BEER BOARD
CITY OF
MORRISTOWN,
TENNESSEE

[Return to Agenda](#)