

**AGENDA
CITY OF MORRISTOWN, TENNESSEE
BEER BOARD MEETING
SEPTEMBER 15, 2015 – 5:00 P.M.**

1. **CALL TO ORDER**

Mayor Gary Chesney

2. **ROLL CALL**

3. **APPROVAL OF MINUTES**

1. August 4, 2015

4. **OLD BUSINESS**

5. **NEW BUSINESS**

1. On-premise beer permit for Blazin Wings, Inc. (Registered Agent and General Manager Timothy James Taylor) DBA Buffalo Wild Wings, 2843 West Andrew Johnson Highway.
2. On-premise beer permit for El Patron (Registered Agent and Owner Cynthia A. Lincoln) DBA El Patron, 1147 S Cumberland Street.

6. **ADJOURN**

**STATE OF TENNESSEE
COUNTY OF HAMBLLEN
CORPORATION OF MORRISTOWN
AUGUST 4, 2015**

The Beer Board for the City of Morristown, Hamblen County, Tennessee, met in regular session at the regular meeting place in the Morristown City Center at 5:39 p.m., Tuesday, August 4, 2015, with the Honorable Mayor Gary Chesney, presiding and the following Beer Board members present; Bob Garrett, Chris Bivens, Kay Senter, Ken Smith, and Tommy Pedigo, absent: Dennis Alvis.

Councilmember Pedigo made a motion to approve the June 16, 2015 minutes as circulated. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Councilmember Pedigo made a motion to approve the off-premise for MMS-of-TN, Inc. (Owner and Registered Agent Mr. MD Khan) DBA Food Center, 4195 East Andrew Johnson Highway. Councilmember Bivens seconded the motion and upon roll call; all voted "aye".

Councilmember Bivens made a motion to approve the off-premise beer permit for MMS-of-TN, Inc. (Owner and Registered Agent Mr. MD Khan) DBA Stop-N-Go, 1833 Buffalo Trail. Councilmember Senter seconded the motion and upon roll call; all voted "aye".

Mayor Chesney adjourned the August 4, 2015 meeting of the City of Morristown, Beer Board at 5:47 p.m.

MAYOR

ATTEST:

CITY ADMINISTRATOR

August 14, 2015

VIA FEDERAL EXPRESS

City of Morristown
100 W. 1st North Street
P.O. Box 1654
Morristown, TN 37816

ATTENTION: Beer Board

**RE: BLAZIN WINGS, INC. D/B/A BUFFALO WILD WINGS
2843 WEST ANDREW JOHNSON HIGHWAY, MORRISTOWN, TN 37814**

Dear Sir or Madam:

Please find enclosed the following documents filed in support of the beer permit application for Blazin Wings, Inc. d/b/a Buffalo Wild Wings to be located at 2843 West Andrew Johnson Highway, Morristown, TN 37814:

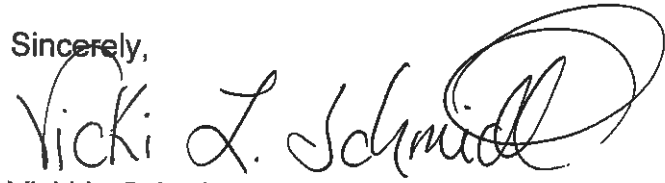
- Beer Permit Application;
- \$250.00 check for application fee;
- Manager Authorization for Criminal History Inquiry;
- Certificate of Registration;
- Lease, which includes required site and floor plan;
- Lease Amendment.

I would like to have this beer application heard at the next scheduled Beer Board meeting, which I believe is September 15, 2015. We will plan to have the restaurant manager present at the meeting.

{01276159.1 }

Please advise of any other documents or requirements for the beer application. If you have any questions, please contact me at 615-687-5790. Thank you for your assistance.

Sincerely,

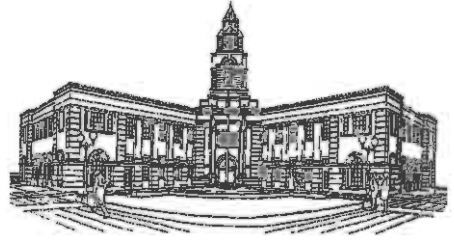

Vicki L. Schmidt, Paralegal

/vls

Enclosures

cc: Buffalo Wild Wings, Inc.

City of Morristown Beer Board



Beer Permit Application Checklist

Application Date: 8 / 1 / 15

Applicant's Name: Blazin Wings, Inc.

DBA: Buffalo Wild Wings

Contact Name Laura Carlson-Heideman

Contact # (952) 516-8175

Provided By Applicant

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

Provided By the City of Morristown

☐ Site Plan Certification (by City Engineer)

Current taxes verified

- ☒ City Taxes
- ☒ County Taxes

Public Notices

- ☒ Notice of Beer Board Meeting
- ☒ Signs Posted at Location of Business – Date Posted: 8-27-15
- ☒ Newspaper Notice of Application – Date Ran in Paper: 9-3-15
- ☒ Background Investigation
- ☐ Date of Beer Board Approval: _____
- ☐ Copy of Permit (Number _____) Issued
- ☐ Prorated Privilege Tax Paid

Billy Jolley

Signature of person verifying completion of checklist

**CITY OF MORRISTOWN
APPLICATION FOR BEER PERMIT**

Received by Tax Office:

DATE: 9 / 1 / 15

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

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

SECTION I – OWNERSHIP INFORMATION

1- Name of Owner

Blazin Wings, Inc.

2- Check One for the Type of Ownership

☐ Person

☐ Firm

☐ Partnership

☒ Corporation

☐ Syndicate

☐ Association

☐ Joint-Stock Company

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

Buffalo Wild Wings, Inc., 100% owner, 5500 Wayzata Blvd., Suite 1600, Minneapolis, MN 55416; Formed: 12/09/99; FEIN: 41-1957107

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

n/a

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

SECTION II – GENERAL DATA

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

12-	Father's Full Name n/a	13-	Mother's Maiden Name n/a
14-	Previous Employment n/a		
15-	Marital Status Married <u>n/a</u> Single <u>n/a</u>	16-	Spouse's Name n/a
17-	Scars (Type and Location) n/a		
18-	Other Distinguishing Features n/a		
19-	Current Address n/a		
20-	Permanent Address n/a		
21-	Home Telephone No. n/a	22-	Work Telephone No. (952) 516-8175
23-	Legal Residence n/a		
24-	Nickname n/a	25-	Other Names You Have Used n/a
26-	Indicate circumstances (including length of time under which you have ever used these names) n/a		
27-	If legally changed, give particulars (where and by what authority) n/a		

SECTION III – CITIZENSHIP

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

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

To be completed by all other types of owners listed

- 3- Are you domiciliated in the State of Tennessee?
Yes X No _____

SECTION IV – MILITARY SERVICE

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

SECTION V – RESIDENCES FOR THE PAST 10 YEARS

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

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

SECTION VI – ADDITIONAL INFORMATION

Special Instructions

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

To be completed by individual owners:

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

To be completed by all other types of owners listed:

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

SECTION VII – PERMIT DATA

1- Type of Permit Applied For:
On Premise X

Off Premise _____

2- Type of Business:

Restaurant X

Distributor _____

Patriotic Organization _____

Club _____

Drug Store _____

Full Line Grocery Store _____

Convenience Store _____

Lodge _____

Charters that have been issued by the State of Tennessee must be presented with this completed application in all cases of lodges, patriotic organizations, and clubs. These charters will be examined and returned to applicant at the time this application is presented before the Beer Board

DO NOT WRITE IN THIS BLOCK
For Use by City of Morristown Only

Charter Presented Yes _____ No _____
Charter Returned Yes _____ No _____

Issued by _____

Date _____

In Name of _____

Signature of
Tax Clerk _____

3- Do you possess a valid business license issued by the City of Morristown?

Yes ✓ No ~~X~~

Date of Issue n/a 8/20/15

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

2843 W. Andrew Johnson Highway, Morristown, Tennessee 37814

DO NOT WRITE IN THIS BLOCK
For Use by City of Morristown Only

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

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

If yes, identify establishment. _____

Signature of
City Planner

[Signature]

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

Signature of
City Inspector

Dreg Ellison

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

Signature of
Fire Marshall

Quail Hark

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

Buffalo Wild Wings

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

Not at this location. Buffalo Wild Wings has beer permits throughout the state of TN at other locations.

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

Timothy James Taylor (General Manager), 6010 Beacon Light Road, Whitesburg, TN 37891

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

Laura Carlson-Heideman, Licensing Coordinator, 5500 Wayzata Blvd., Suite 1600, Minneapolis, MN 55416

SECTION VIII – GENERAL INFORMATION AND AGREEMENTS

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

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

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

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

5- Have you ever had a license for the sale, storage, manufacture, or distribution of legalized beer revoked?
Yes ☐ No ☒

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

Not in Tennessee

To be completed by individual owners:

6- Have you or any of your employees involved in the distribution, storage, manufacture, or sale of beer ever been convicted of any violation of any law involving prohibition, sale, manufacture, storage, distribution or transportation of any alcoholic beverage or any crime involving moral turpitude within the past 10 years immediately preceding the date of this application?

Yes n/a No n/a

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

n/a

To be completed by all other types of owners listed:

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

n/a

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

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

n/a

To be completed by individual owners and partnerships:

- 10- Are you willing to be fingerprinted by the Police Department, City of Morristown?
Yes n/a No n/a

To be completed by all other types of owners listed:

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

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

6.31.15 Yes ✓ No X

Applicant may have cards completed at Morristown Police Department.

SECTION IX – REFERENCES

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

Name	Address	City/State/Zip	Phone
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n/a

SECTION X – SIGNATURES

STATE OF MINNESOTA
COUNTY OF _____

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

In testimony whereof witness my signature on this the 6 day of August, 2015
BLAZIN WINGS, INC.

By: 88 CM

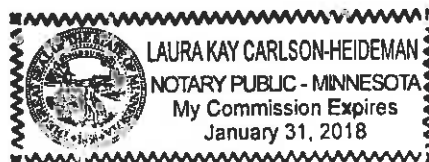
Applicant Emily C. Decker, Vice President

Sworn to and subscribed by Emily C. Decker before me, a notary
public in and for said State and County, on this the 6th day of August, 2015

[Signature]
Notary Public

My commission expires

Jan. 31, 2018



*** * * NOTICE * * ***

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

RECORD CHECKS

Local Record Checks:

Department:	Date:	Clerk's Signature:
Morristown Police Dept	8-28-15	
Hamblen Co Sheriff's Dept	8-28-15	

Other Record Checks:

Department:	Date:	Clerk's Signature:
MILWAUKEE Co. S.O. WI.	9-3-15	
Madison Co. IN.	8-28-15	
Noblesville IN.	8-28-15	
HAWCOCK Co. IN.	8-28-15	
GRANT Co. IN.	8-31-15	



TENNESSEE DEPARTMENT OF REVENUE

CERTIFICATE OF REGISTRATION

BUFFALO WILD WINGS
ATTN: ACCOUNTING
5500 WAYZATA BLVD STE 1600
MINNEAPOLIS MN 55416-1237

August 14, 2015

Account Type: SALES&USE
Account No.: 106845765
Filing Status: MONTHLY

We have received and processed your application for registration. Your valid certificate is attached below. This certificate must be publicly displayed at the location for which it is issued. The account number on this certificate is used by the department to identify your account and must be shown on all reports and correspondence. The reverse side of this certificate contains important information regarding change and/or cancellation instructions. This certificate is not assignable and is valid only for the person (entity) to whom it is issued.

T.C.A. 67-6-607 Unauthorized Use of Certificate

It is a class C misdemeanor for any person having a certificate of registration to:

- (1) Use such certificate for the purpose of purchasing tangible personal property subject to the tax herein levied except for resale, unless authorized to do so by other provisions of this chapter and the rules and regulations adopted pursuant thereto; or
- (2) Use or consume any tangible personal property purchased or otherwise acquired under the certificate of registration and subject to the privilege taxes herein levied without paying the privilege taxes.

Reporting

All sales and use tax returns must be filed and associated tax payments must be paid electronically. You are required to file your monthly, quarterly, or annual return, according to your filing frequency, even if no tax is due. If your business opens after the 20th of the month, do not file a separate return covering only the days remaining in the month. Rather, include those days on the return covering your first full filing period.

Penalty & Interest

In order to avoid the penalty and interest, all returns must be filed and all associated tax payments must be made on or before the due date for the reporting period.

DETACH HERE AND DISPLAY IN PUBLIC AREA

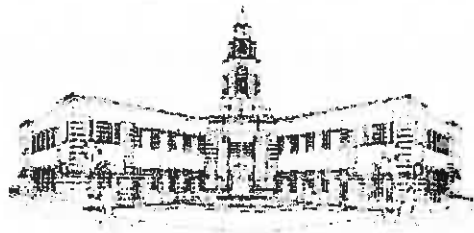
TENNESSEE DEPARTMENT OF REVENUE CERTIFICATE OF REGISTRATION SALES&USE

This certificate must be publicly displayed

BUFFALO WILD WINGS
2843 WEST ANDREW JOHNSON HWY
MORRISTOWN, TN 37814

Account Type: SALES&USE
Account No.: 106845765
Effective Date: August 1, 2015

Richard H. Roberts to Agenda
COMMISSIONER OF REVENUE

POST AT LOCATION OF BUSINESS	City of Morristown Minimum Business License and Gross Receipt Tax THIS LICENSE EXPIRES 05/15/2016	License Number 9540		
<table> <tr> <td> Business Name BLAZIN WINGS, INC DBA BUFFALO WILD WINGS 5500 WAYZATA BLVD. STE 1600 MINNEAPOLIS, MN 55416 </td> <td> ID: 9540 Location: 2843 W ANDREW JOHNSON HWY </td> </tr> </table>			Business Name BLAZIN WINGS, INC DBA BUFFALO WILD WINGS 5500 WAYZATA BLVD. STE 1600 MINNEAPOLIS, MN 55416	ID: 9540 Location: 2843 W ANDREW JOHNSON HWY
Business Name BLAZIN WINGS, INC DBA BUFFALO WILD WINGS 5500 WAYZATA BLVD. STE 1600 MINNEAPOLIS, MN 55416	ID: 9540 Location: 2843 W ANDREW JOHNSON HWY			
<p align="center">MINIMUM BUSINESS TAX</p> <p>This is your official notice that if gross receipts tax is not paid within 60 days from above expiration date, a distress warrant may be issued to satisfy the tax dept. Further notification of expiration is not required by law. Please make note of these dates. If paid by check, this license valid only after check is paid. This license does not permit operation unless properly zoned, and/or in compliance with all other applicable laws/rules.</p> <p>Classification: 2</p> <p>Date issued 08/20/2015</p> <p>By _____</p> <p align="right">Taxing Authority</p>		 <p align="center"> City of Morristown P.O. Box 1654 Morristown, Tennessee 37816-1654 </p> <p align="right"> Total Tax PAID </p>		

LINDA WILDER, HAMBLÉN COUNTY CLERK

LICENSE
0354772

STANDARD BUSINESS TAX LICENSE

Total Due: 15.00
Cash: Check: 15.00 Check No.: 9464 Change:
TAMMY wk03 Drawer: 28 Site: 1
Work Date: 08/17/2015

DETACH THIS PORTION FOR CONFIDENTIAL FILE

LINDA WILDER HAMBLÉN COUNTY CLERK

511 W. 2ND NORTH ST
MORRISTOWN, TN 37814

LICENSE
0354772

STANDARD BUSINESS TAX LICENSE

Mailing

Location

73789 BUFFALO WILD WINGS

5500 WAYZATA BLVD., SUITE 1600
MINNEAPOLIS, MN 55416

BUFFALO WILD WINGS

2843 WEST ANDREW JOHNSON HWY
MORRISTOWN, MN 37814

SALLY J WOLD
EMILY DECKER

LOCAL ACCOUNT NUMBER 73789
STATE ACCOUNT NUMBER _____
TRANSACTION NUMBER _____
CLASS 02
SALES TAX NUMBER 0

ISSUE DATE 08/24/15
TAX PERIOD STARTED - 08/01/2015
PAYMENT DUE BY 4/15/2016
EXPIRATION DATE 5/15/2016

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

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

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


DEPUTY CLERK SIGNATURE TAMMY wk03 Drawer:28 Site:1

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

[Return to Agenda](#)

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

RECPT#: 466718
 08/18/15 09:42 bstuart
 CUSTOMER#: 0
 NAME:
 BEER BOND
 CHG: 808
 BEER BOND 250.00
 PAID AMT
 25 PAID BY NAME
 BUFFALO WILD PAY METHOD
 CHECK
 9461
 AMT TENDERED: 250.00
 AMT APPLIED: 250.00
 CHANGE:

BONE McALLESTER NORTON PLLC
 TRUST ACCOUNT

City of Morristown

08/13/2015

9461

9

<u>Voucher No.</u>	<u>Invoice No.</u>	<u>Invoice Date</u>	<u>Invoice Amount</u>	<u>Amount to Pay</u>
124152	08132015	08/13/15	250.00	250.00
Beer application filing fee				

002539
 Buffalo Wild Wings, Inc.
 150708
 Morristown

CHECK AMOUNT \$250.00

Morristown Police Department

ROGER OVERHOLT
Chief of Police



BEER ORDINANCE ASSURANCE

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

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

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

Business Name & Address: Buffalo Wild Wings
2843 W.A.J. Hwy.
MORRISTOWN, TN 37814


Signature

Timothy J Taylor
Print Name

8/31/15
Date

APPLICANT

CHIEF CLERK

RECEIVED

U.S. DEPT. OF JUSTICE

WASHINGTON, D.C.

INDEX

FILE

Taylor Timothy James

X *[Signature]*

6010 Deacon Light Rd.
Whitesburg TN 37891

8-31-15 Mike Br

U.S.

M W 5'11" 220 BL BR

Indianapolis IN

83



AUTHORIZATION FOR CRIMINAL HISTORY INQUIRY

8 / 7 / 15

Date _____

I, the undersigned applicant, or duly authorized signatory for applicant, for a permit authorizing the sale of beer within the City of Morristown, Tennessee, do hereby authorize the City of Morristown, by and through 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

See attached!

Timothy James Taylor

Name -- Printed

/83

Date of Birth

Social Security Number

6010 Beacon Light Road

Street Address

Whitesburg, TN37891

City, State and Zip Code

Signature

Lisa A. Taylor

Name of Witness - Printed

6010 Beacon Light Rd
Street Address

Street Address

Whitesburg, TN 37891

City State and Zip Code

Signature

Timothy Taylor Prior Addresses/City

- 2502 North 59th Street, Milwaukee, WI 53210
- 17710 Village Brook Drive W, Apt D, Noblesville, IN 46060
- Strawflower Lane, Noblesville, IN 46060
- 243 Fair Haven Lane, Pendleton, IN 46064
- 587 West 300 North, Greenfield, IN 46140
- 136th Street, Fisher, IN 46038
- 59th Street, Anderson, IN 46013
- Marion, IN

Klaron

(sodium sulfacetamide lotion)

Lotion, 10% Prior

Addresses / Citys

1) 2502 N 54th St.
Milwaukee WI 53210

2) 17710 Village Brook Drive W, Apt H
Noblesville, IN. 46060

3) Strawberry Lane.
Noblesville IN 46060

4) 243 Fair Haven Lane
Purdieton, IN

5) 587 W. 300 W
Greensfield, IN 46140

6) 136th St
Fishers, IN

over →

Please advertise Thursday, September 3, 2015

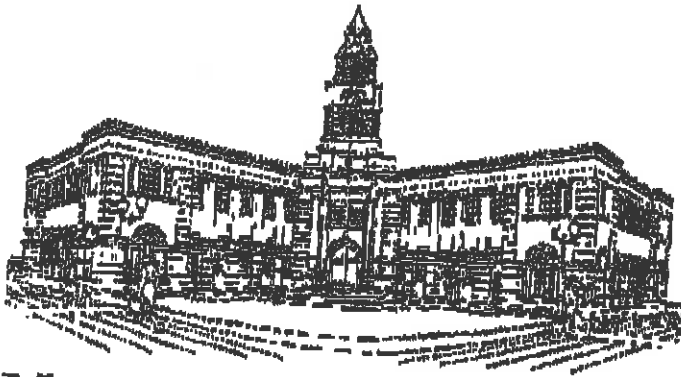
PUBLIC NOTICE

The Beer Board of the City of Morristown, Tennessee, will meet on Tuesday, September 15, 2015 at 5:00 p.m. at the City Center, Council Chambers, 100 West First North Street, to consider the following Beer Permit Application(s):

On-Premise Beer Permit for Blazin Wings, Inc. (Registered Agent and General Manager Timothy James Taylor), DBA Buffalo Wild Wings, 2843 West Andrew Johnson Highway.

On-Premise Beer Permit for El Patron (Registered Agent and Owner Cynthia A. Lincoln), DBA El Patron, 1147 South Cumberland Street.

**BEER BOARD
CITY OF MORRISTOWN,
TENNESSEE**



9/3 Faxed @
2:49 Opgs

Morristown Police Department

ROGER OVERHOLT
Chief of Police

Frows

Milwaukee County Sheriff's Dept.
Records Division

August 28, 2015

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

SEP - 3 2015

Timothy James Taylor

DOB: [REDACTED] 03

SSN: [REDACTED]

-N/A
Unable to locate
Case.
-Kathryn

If you have any questions, please give me a call at 423-318-1552 or fax me the results at 423-587-9518.

Thanks in advance for your assistance,

To
B. Gulley

Lt. Billy Gulley
Support Services Supervisor
Morristown Police Department



**City of Morristown
Office of the Police Department**



LOCAL ARREST HISTORY
MORRISTOWN, TN (CITY LIMITS ONLY)

Subject of Inquiry: Taylor, Timothy James
Last First Middle

Full Maiden Name If Applicable

Date of Birth: [REDACTED] 1983

Address: Street: 6010 Beacon Light Road
City: Whitesburg State: Tn Zip Code: 37891

ID Presented: ☐ DL (State) ☒ SSN ☐ Military ☐ Other ID Number: [REDACTED]

☐ Check if information is same as above

Person Requesting: Gulley B.

Date of Birth:

Address: Street: MPD
City: State: Zip Code:

ID Presented: ☐ DL (State _____) ☐ SSN ☐ Military ☐ Other ID Number: _____

"I understand this information is regulated by law."

Signature

☐ No Record was found with the name and DOB provided.

☐ The following record was found with the name and DOB provided.

Date	Charges:
	NO RECORD FOUND
	Morristown Police Dept.
	P. O. Box 1283
	Morristown, TN 37801

☐ Continued on Reverse Side

[Return to Agenda](#)

Date: 8-28-15

Employee Processing History

Figure 2.14

Esco R. Jarnagin
Sheriff

Wayne Mize
Chief Deputy



Sheriff of Hamblen County

510 Allison Street
Morristown, Tennessee 37814

HAMBLLEN CO. ARREST RECORD SEARCH

DATE: 8/28/15

AN ARREST RECORD SEARCH WAS PROVIDED FOR THE FOLLOWING
INDIVIDUAL:

NAME: ~~Timothy James Taylor~~ Timothy James Taylor
DATE OF BIRTH: [REDACTED] 1983

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

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

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

NO RECORD

AUG 28 2015

HCSD

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

Kim Sipe

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

[Return to Agenda](#)



City of Morristown
Office of the Police Department
Support Services

FAX TRANSMITTAL
COVER SHEET



TO : Madison County Sheriff's Department
Attn: Records Division

FROM : Lt. Billy Gulley, Support Services Supervisor

RE : Records Check for Application for a Beer Permit

DATE : August 28, 2015

MADISON COUNTY
RECORDS
ONLY

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET: 2

COMMENTS: *This check is for the past 10 yrs.*

Thank You

RECEIVED

AUG 28 2015

SCOTT C. MELLINGER
Sheriff of Madison County

NOTICE

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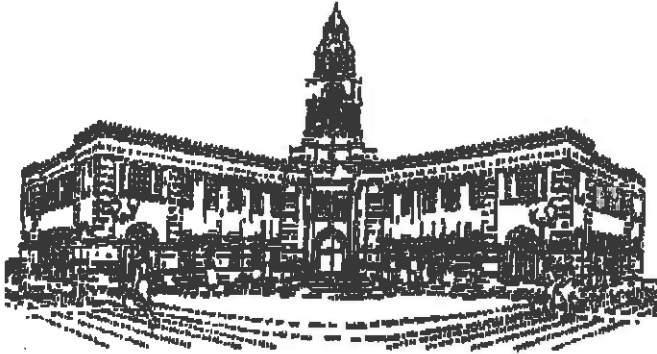
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THANK YOU!

MORRISTOWN POLICE DEPARTMENT

(700.03 REV) MPD 2007

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Morristown Police Department

ROGER OVERHOLT
Chief of Police

Madison County Sheriff's Dept.
Records Division

August 28, 2015

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

Timothy James Taylor

DOB: [REDACTED] 83

SSN: [REDACTED]

If you have any questions, please give me a call at 423-318-1552 or fax me the results at 423-587-9518.

Thanks in advance for your assistance,

Lt. Billy Gulley
Support Services Supervisor
Morristown Police Department

RECEIVED

AUG 28 2015

SCOTT C. MELLINGER
Sheriff of Madison County

MADISON COUNTY
RECORDS
ONLY



Global Subject Activity Report

Summary

Print Date/Time: 08/28/2015 09:30
Login ID: alifton

Madison County Sheriff
ORI Number: INC480000

Taylor, Timothy J		Jacket: 311366 A	SSN:	Sex: Male
Address: 587 W 300n Greenfield		48140	Height: 5ft 11in	Weight: 190.0 lbs.
Phone #: 08/10/1983			Eyes:	
DOB: White			Hair:	
Race: IN			DL#:	0800636207
DL State:			Model	Vehicle Year
Registration Number		State		
Vehicle Information:				
Vehicle #	Role			

Type: Tickets & Citations

Date	Reference	Description	ORI
01/05/2006 23:22	200600000089	Traffic	INC480000
Charge(s): 9-21-5-3, Speed, Maximum Limits, Alteration			

MADISON COUNTY
RECORDS
ONLY

RECEIVED

AUG 28 2015

SCOTT C. MELLINGER
Sheriff of Madison County



City of Morristown
Office of the Police Department
Support Services

FAX TRANSMITTAL
COVER SHEET



TO : Noblesville Police Department
Attn: Records Division

FROM : Lt. Billy Gulley, Support Services Supervisor

RE : Records Check for Application for a Beer Permit

DATE : August 28, 2015

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET: 2

COMMENTS: *This check is requested for the
past 10 years.*

Thank You

NOTICE

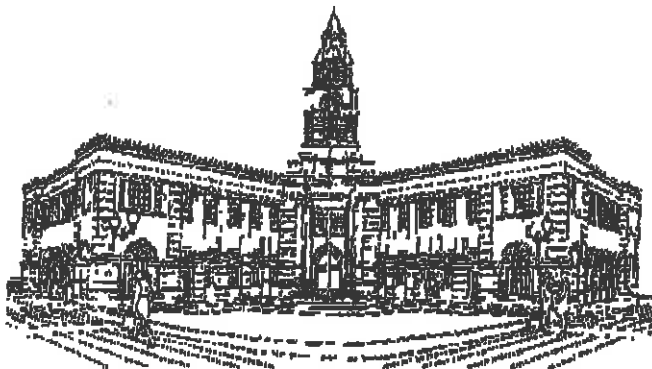
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IF THERE WAS A PROBLEM RECEIVING THIS FAX, PLEASE CONTACT THIS OFFICE AT (423) 585-4630.

THANK YOU!

MORRISTOWN POLICE DEPARTMENT





Morristown Police Department

ROGER OVERHOLT
Chief of Police

Noblesville Police Dept.
Records Division

August 28, 2015

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


Timothy James Taylor DOB: [REDACTED] /83 SSN: [REDACTED]

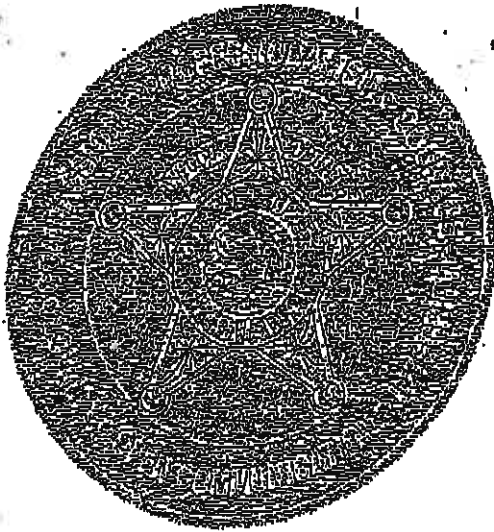
If you have any questions, please give me a call at 423-318-1552 or fax me the results at 423-587-9518.

Thanks in advance for your assistance,


Lt. Billy Gulley
Support Services Supervisor
Morristown Police Department

CERTIFIED
No Records Found

AUG 28 2015
BY: 
Noblesville Police Department



Hancock County Sheriff's Department
Michael Shepherd, Sheriff
123 E. Main Street
Greenfield, Indiana 46140
(317)477.1147 Administration Section
(317)477.1199 Investigations Division
(317)477.1158 Jail Division
(317)477.1703 Fax

FACSIMILE COVER SHEET

Sent: ~~123~~ Morristown Police Department

Destination Fax Number: 423-587-9518

From: Hancock County Sheriff's Department

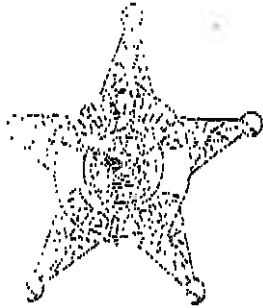
Number of Pages, Including Cover Page: 4

Comments: ATTN: Lt. Billy Gullett

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Hancock County Sheriff's Office

123 East Main Street • Greenfield, IN 46140

MICHAEL SHEPHERD
Sheriff

CRIMINAL BACKGROUND HISTORY

Date 8-28-15

Name Timothy James Taylor

Address _____

City _____ State _____ Zip _____

DOB [REDACTED] 83 SSN [REDACTED]

Record Check Requested by Morristown Police Department

No Criminal Record on File _____

Criminal Record as Follows:

No Local Record on File
Hancock Co. Sheriff Dept.
123 E Main St.
Greenfield, IN 46140

This criminal record check is a local records check through the Hancock County Sheriff's Office only.

[Signature]
Signature of Person Completing Information

[Return to Agenda](#)

GRANT COUNTY SHERIFF'S DEPARTMENT

214 E. 4th Street, Marion, IN 46952

Fax (765) 668-6538



REGGIE E. NEVELS, SHERIFF

FAX COVER SHEET

TO: *St Galley* FROM: *Sharn*
FAX NO.: *423-587-9518* DATE: *8-31-15*
SUBJECT: NO. OF PAGES (INCLUDES COVER SHEET): *2*

☐ URGENT ☐ FOR REVIEW

MESSAGE:

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GRANT COUNTY SHERIFF'S DEPARTMENT
214 E. 4th Street, Marion, IN 46952



REGGIE E. NEVELS, SHERIFF

Date 8-31-2015

To Whom It May Concern:

In response to your request for arrest records on Timothy James Taylor

Our records indicate the following:

- ☒ No arrest records in our files
- ☒ Not listed as sex offender in Grant County
- ☐ Has an arrest record with this agency (copy attached)

Name Shawn Beyer Title Records Clerk

Caution: Federal and state laws strictly prohibit the use or unauthorized release of this information for any purpose other than the purpose stated in your request.

Please advertise Thursday, September 3, 2015

PUBLIC NOTICE

The Beer Board of the City of Morristown, Tennessee, will meet on Tuesday, September 15, 2015 at 5:00 p.m. at the City Center, Council Chambers, 100 West First North Street, to consider the following Beer Permit Application(s):

On-Premise Beer Permit for Blazin Wings, Inc. (Registered Agent and General Manager Timothy James Taylor), DBA Buffalo Wild Wings, 2843 West Andrew Johnson Highway.

On-Premise Beer Permit for El Patron (Registered Agent and Owner Cynthia A. Lincoln), DBA El Patron, 1147 South Cumberland Street.

**BEER BOARD
CITY OF MORRISTOWN,
TENNESSEE**

Lease Agreement

between RoNicks, LLC (“Landlord”)

and

Blazin Wings, Inc. (“Tenant”)

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EXHIBIT A – Legal Description of Shopping Center
EXHIBIT B – Site Plan of Shopping Center
EXHIBIT B-1 – Site Plan of Premises
EXHIBIT C – Permitted Encumbrances
EXHIBIT D – Landlord’s Work
EXHIBIT E – Signage
EXHIBIT F – Use Restrictions and Other Exclusives
EXHIBIT G – Memorandum of Lease
EXHIBIT H - Guaranty

LEASE

THIS LEASE is made effective as of the date the last of the parties executes this Lease (the “**Effective Date**”) by and between RoNicks, LLC, a Tennessee limited liability company (“**Landlord**”), and Blazin Wings, Inc., a Minnesota corporation (“**Tenant**”).

RECITALS

A. Landlord is the owner of the shopping center known as Fountain Plaza located in the City of Morristown, Hamblen County, Tennessee, and as legally described on attached Exhibit A, and as shown on the site plan (the “**Site Plan**”) attached hereto as Exhibit B (the “**Shopping Center**”).

B. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord a portion of the Shopping Center for the purposes and upon the terms and conditions hereinafter set forth.

PROVISIONS

In consideration of the mutual promises of the parties, the rents provided for herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Basic Lease Provisions and Definitions

The provisions set forth below (the “**Basic Lease Provisions**”) summarize certain basic lease provisions and provide definitions for certain terms used throughout this Lease.

Section 1.1 **Additional Rent**. Sums, other than Minimum Rent, required to be paid by Tenant in connection with this Lease including, without limitation, Tenant’s Proportionate Share of the following:

Taxes - See Sections 4.2 and 5

Insurance Costs - See Sections 4.2 and 15.4

Operating Costs - See Sections 4.2 and 13.2

Section 1.2 **Applicable Laws**. All applicable zoning, municipal, county, state and federal laws, ordinances and regulations now in effect or hereafter adopted, passed, or promulgated.

Section 1.3 **Approved Plans**. The working drawings, plans and specifications, including signage and trade dress plans, for Tenant’s Work, as approved or deemed approved by Landlord. See Article 6.

Section 1.4 **Intentionally Omitted**.

Section 1.5 **Closure Events**. Closures of Tenant’s business in the Premises due to (w) alterations or renovations being performed in and to the Premises, or (x) damage or

destruction, eminent domain proceedings or actions, Force Majeure, or national holidays, or (y) any act or omission of Landlord, or its agents, or contractors.

Section 1.6 **Common Areas**. All of the exterior areas located at the Shopping Center and all easement areas adjacent or in close proximity thereto which are for common (i.e., nonexclusive) use by, or common benefit of, the occupants of the Shopping Center, which areas may include, without limitation, parking areas (permanent and temporary), landscaped areas, driveways and passageways for trucks and automobiles, roadways, walkways, curbs, stairs, ramps, light fixtures, and utility facilities which serve other Common Areas or tenant spaces in the Shopping Center other than just the Premises (including water retention and detention facilities, sewers, sewer lines, gas and electric service facilities and lines, storm sewer facilities and water lines).

Section 1.7 **Delivery Deadline**. Thirty (30) days after Tenant sends notice to Landlord of satisfaction or waiver of Tenant Contingencies, in accordance with Section 7.1.

Section 1.8 **Existing Use Restrictions**. The other tenant exclusives and use restrictions existing as of the Effective Date and listed on Exhibit F.

Section 1.9 **Gross Sales**. The gross amount (actual sales price) of all sales of all goods, food, beverages, services and/or merchandise sold by Tenant or by any assignee, subtenant in, at, from or arising out of the use of the Premises, whether for cash or on credit, without reserve or deduction for inability or failure to collect, whether such sales are made by Tenant, its assigns, subtenants. Notwithstanding the foregoing, in the computation of Gross Sales, returns, rebates, discount allowances, exchanges, credit card fees, tips and gratuities shall be excluded to the extent the same diminish the proceeds actually received, and sales and excise taxes separately stated and added to the listed price of merchandise or services shall also be excluded.

Section 1.10 **Intentionally Omitted**.

Section 1.11 **Guaranty**. The guaranty of Tenant's obligations given by Parent Corporation in the form of Exhibit H. See Section 26.13.

Section 1.12 **Initial Term**. One hundred twenty (120) consecutive full calendar months commencing on the Rent Commencement Date plus the period of time, if any, from the Rent Commencement Date to the first day of the first full calendar month.

Section 1.13 **Landlord's Notice Address**.

RoNicks, LLC
2831 West Andrew Johnson Hwy
Morristown, TN 37814

or such other address as may, from time to time, be designated by notice from Landlord to Tenant.

Section 1.14 **Intentionally Omitted**.

Section 1.15 **Landlord's Work.** The improvements to be constructed by Landlord as described in Exhibit D prior to delivery of possession of the Premises to Tenant. See Article 6.

Section 1.16 **Intentionally Omitted.**

Section 1.17 **Minimum Gross Sales Level.** \$1,900,00.00 in Gross Sales during any 12-month period. See Section 3.3.

Section 1.18 **Minimum Rent.** The following schedule shall begin on the Rent Commencement Date.

TIME PERIOD	MINIMUM RENT PER SQUARE FOOT	MONTHLY INSTALLMENT OF MINIMUM RENT
First partial calendar month	\$14.50	\$6,061.00 (Prorated)
Months 1-60	\$14.50	\$6,061.00
Months 61-120	\$15.95	\$6,667.10
RENEWAL TERMS		
First renewal term	\$17.54	\$7,331.72
Second renewal term	\$19.29	\$8,063.22
Third Renewal term	\$21.23	\$8,874.14
Fourth Renewal term	\$23.35	\$9,760.30

The above schedule is based on the estimated square footage of the Premises as of the Effective Date and, if appropriate, will be adjusted in connection with any adjustment to Tenant's Floor Area.

Section 1.19 **Mortgage.** Any ground lease, mortgage or other security interest now or hereafter encumbering all of any part of Landlord's interest in the Premises and/or the Shopping Center, together with any and all amendments or modifications thereof.

Section 1.20 **Mortgagee.** The holder of any Mortgage.

Section 1.21 **Intentionally omitted.**

Section 1.22 **Parent Corporation.** Buffalo Wild Wings, Inc., a Minnesota corporation.

Section 1.23 **Patio.** The outdoor seating area that is part of the Premises in the location shown on Exhibit B-1.

Section 1.24 **Intentionally Omitted.**

Section 1.25 **Permitted Encumbrances.** The liens, charges, easements, restrictions and encumbrances encumbering title to the Shopping Center as of the Effective Date to the extent listed on Exhibit C.

Section 1.26 **Permitted Use.** A restaurant and/or bar and incidental and related uses, and/or any other general retail use not in violation of the Existing Use Restrictions.

Section 1.27 **Premises.** Approximately 5,016 square feet of space in a multi-tenant building, the approximate dimensions and location of which is shown on the Site Plan attached hereto as Exhibit B, together with the Patio. The Premises has a street address of 2855 West Andrew Johnson Highway, Morristown, TN 37814.

Section 1.28 **Renewal Terms.** Four (4) consecutive periods of sixty (60) calendar months each, with the first such Renewal Term commencing upon expiration of the Initial Term, and subsequent Renewal Terms commencing upon expiration of the preceding Renewal Term.

Section 1.29 **Rent.** All Minimum Rent and Additional Rent.

Section 1.30 **Rent Commencement Date.** The earlier of (i) the date Tenant opens the Premises for the conduct of business to the general public or (ii) one hundred twenty (120) days after the later of (a) the satisfaction or waiver of Tenant Contingencies, or (b) the date Tenant accepts in writing Landlord's delivery of possession of the Premises with Landlord's Work completed.

Section 1.31 **Intentionally Omitted.**

Section 1.32 **Signage and Trade Dress.** Tenant's signage and trade dress on the building containing the Premises, and a full panel sign on both sides of the Shopping Center pylon sign all as depicted on Exhibit E. See Article 8.

Section 1.33 **Shopping Center Area.** The aggregate amount of square feet of leasable floor area in the Shopping Center determined by measuring the same to the exterior surface of exterior walls and the center of shared walls, which is estimated to be 73,000 square feet, but at no time during the Term will be less than 73,000 square feet for purposes of determining Tenant's Proportionate Share. No later than sixty (60) days after Tenant's waiver or satisfaction of the Tenant Contingencies, Landlord's independent architect shall certify to Tenant the actual square footage of the leasable floor area in the Shopping Center measuring the same to the exterior surface of exterior walls and the center of shared walls. Tenant's representative shall have the right to verify the square footage of the Shopping Center. If Tenant's representative and Landlord's architect disagree about the square footage of the Shopping Center, they will negotiate in good faith to resolve their differences. In the event that the actual square footage of the leasable floor area in the Shopping Center is different from the area stated above, Tenant's Proportionate Share shall be recalculated based on the actual area of the leasable floor area in the Shopping Center, subject to the limitation set forth above. Landlord and Tenant agree to execute a written supplement to this Lease reflecting the actual square footage as so measured and the revised Tenant's Proportionate Share.

Section 1.34 **Intentionally Omitted.**

Section 1.35 **Tenant Contingencies.** The contingencies to Tenant's obligations to lease the Premises as defined in Section 7.1 hereof.

Section 1.36 **Tenant's Floor Area.** No later than the date of Tenant's "walk-through" inspection of the Premises as described in Section 6.3 below, Landlord's independent architect shall certify to Tenant the actual square footage of the Premises measuring the same to the exterior surface of exterior walls and the center of shared walls. During the "walk-through" inspection, Tenant's representative shall have the right to verify the square footage of the Premises. If Tenant's representative and Landlord's architect disagree about the square footage of the Premises, they will negotiate in good faith to resolve their differences. In the event that the actual square footage of the Premises, as certified by Landlord's architect and verified by Tenant's representative, is greater than the area of the Premises stated in the definition of Premises above, no adjustment shall be made to Minimum Rent or Tenant's Proportionate Share of Additional Rent. In the event the actual square footage of the Premises, as certified by Landlord's architect and verified by Tenant's representative, is less than the area of the Premises stated in the definition of Premises above by more than .15%, the actual square footage as so certified shall become Tenant's Floor Area for purposes of this Lease and an appropriate adjustment shall be made in the amount of Minimum Rent to be paid by Tenant under this Lease (calculated at the rate or rates per square foot set forth in the Minimum Rent table set out above) and Tenant's Proportionate Share of Additional Rent based upon such actual square footage. Landlord and Tenant agree to execute a written supplement to this Lease reflecting the actual square footage as so measured and the revised Minimum Rent and Tenant's Proportionate Share of Additional Rent.

Section 1.37 **Tenant's Notice Address:**

Blazin Wings, Inc.
c/o Buffalo Wild Wings, Inc.
5500 Wayzata Boulevard, Suite 1600
Minneapolis, MN 55416
Attention: Chief Financial Officer

With a copy to:

Blazin Wings, Inc.
c/o Buffalo Wild Wings, Inc.
5500 Wayzata Boulevard, Suite 1600
Minneapolis, MN 55416
Attention: Lease Administration

With a copy to:

Fredrikson & Byron, P.A.
200 South Sixth Street, Suite 4000
Minneapolis, MN 55402
Attention: Mary S. Ranum

or such other address as may be designated from time to time by notice from Tenant to Landlord.

Section 1.38 **Tenant's Proportionate Share**. A fraction, the numerator of which shall be Tenant's Floor Area and the denominator of which shall be the Shopping Center Area. As of the Effective Date, Tenant's Proportionate Share of the Shopping Center is 6.87%.

Section 1.39 **Tenant's Work**. The improvements to be constructed by Tenant pursuant to the Approved Plans. See Article 6.

Section 1.40 **Term**. Collectively, the Initial Term and each Renewal Term as to which Tenant exercises an option to renew as provided in this Lease, unless sooner terminated as herein provided.

2. The Premises.

Section 2.1 **Grant and Demise of the Premises**. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises for the Term, in accordance with and subject to, the terms, covenants and conditions of this Lease. Landlord grants to Tenant, its employees, licensees, invitees and guests, (i) the nonexclusive right to use during the Term of this Lease the Common Areas which may from time to time exist within, or for the benefit of the Shopping Center, and (ii) a non-exclusive easement for vehicular and pedestrian ingress and egress over and through the drive lanes and parking areas of the Shopping Center.

Section 2.2 **Patio**. During the Term, Tenant has the right to use an outdoor seating patio in the location shown on Exhibit B-1 (the "Patio") as permitted by applicable governmental licensing authorities. The Patio will not be included in the Tenant's Floor Area for purposes of calculating Minimum Rent or Additional Rent.

Section 2.3 **Trash Enclosure/Coolers**. During the Term, Tenant has the right to the exclusive use of the enclosed garbage area in the location shown on Exhibit B-1 attached hereto. The parties acknowledge that there is a chain link fence located between the Premises and the trash enclosure; Landlord shall ensure that the fence gate is kept open so that Tenant may access the trash enclosure without hindrance at all times. If Tenant determines, in its reasonable discretion, that the fence needs to be relocated in order for Tenant to access the trash enclosure, Landlord shall, at Landlord's expense, relocate the fence to a location mutually agreeable to Landlord and Tenant. The trash enclosure shall be of sufficient size for two (2) – 8-yard dumpsters. Tenant will arrange for the dumpsters to be emptied as often as reasonably necessary using a trash vendor selected by Tenant. The trash area shall not be included in the Tenant's Floor Area for purposes of calculating Minimum Rent or Additional Rent. During the Term, Tenant will be permitted to have its coolers outside the Premises in the location shown on

Exhibit B-1. The cooler area shall not be included in Tenant's Floor Area for purposes of calculating Minimum Rent or Additional Rent. The coolers and the enclosure for the coolers will be for Tenant's exclusive use and constructed at the cost of Tenant.

Section 2.4 **Possession; Quiet Enjoyment.** Landlord covenants, warrants and represents to Tenant that:

- (a) The Premises are zoned appropriately for the Permitted Use;
- (b) Landlord has full right and authority to enter into this Lease for the full Term and all Renewal Terms herein granted;
- (c) Landlord holds fee simple title to the Premises and Shopping Center free and clear of all liens, charges, easements, restrictions and encumbrances, except the Permitted Encumbrances, and none of such Permitted Encumbrances are inconsistent with or otherwise limit the rights and benefits granted to Tenant under this Lease;
- (d) Landlord will deliver the Premises to Tenant free and clear of all other tenancies and claims of rights to occupy the Premises;
- (e) As long as Tenant is not in default under this Lease beyond applicable notice and cure periods, Tenant shall have and enjoy quiet and undisturbed possession of the Premises and all of Tenant's rights and benefits under this Lease without hindrance, ejection, or molestation by Landlord or any other person;
- (f) The Site Plan, the Premises, the Permitted Use and Signage and Trade Dress, the Common Area, and all of Landlord's Work comply in all respects with the Permitted Encumbrances and will not violate or require any approval under any Permitted Encumbrance; and
- (g) Landlord shall not allow or agree to any amendment to the Permitted Encumbrances which adversely affects access to, use of, visibility of, parking for, or cost of operating the Premises, or would otherwise be inconsistent with the terms of this Lease.
- (h) Landlord's Work shall be constructed in a good and workmanlike manner and in accordance with the Permitted Encumbrances and all Applicable Laws, including without limitation the Americans with Disabilities Act.

3. **Term and Options.**

Section 3.1 **Initial Term.** The Initial Term of this Lease shall commence upon the Rent Commencement Date, provided Tenant's occupancy prior to the Rent Commencement Date shall be governed by the terms of this Lease except that Tenant shall not be required to pay Rent prior to the Rent Commencement Date. Landlord and Tenant agree to execute, within

thirty (30) days after the actual Rent Commencement Date has been determined, an instrument in recordable form expressing the commencement and expiration dates of the Initial Term.

Section 3.2 **Options to Renew; Renewal Terms.** Provided this Lease is in effect and Tenant is not then in default hereunder beyond applicable notice and cure periods, Landlord hereby grants to Tenant, and to Tenant's successors and assigns, the right and option to renew this Lease for the successive Renewal Terms, upon the same terms, covenants, and conditions that exist for the Initial Term, except for the Minimum Rent, the construction provisions, and any other terms or conditions, which, either expressly or by their nature, apply only to the Initial Term. Each option to renew shall be exercised, if at all, by Tenant's delivery of written notice to Landlord on or before the date that is one hundred eighty (180) days prior to the last day of the then current Term of this Lease, provided, however, that if Tenant is entitled to exercise an option to renew but fails to give Landlord written notice of such exercise at least one hundred eighty (180) days prior to the last day of the then current Term, then Landlord agrees to give Tenant written notice of such failure (the "**Reminder Notice**"), and Tenant shall have the right to exercise such option to renew by written notice to Landlord given within ten (10) business days after Landlord's Reminder Notice. Said renewal options may be transferred to any party to whom Tenant's interest in this Lease is transferred.

Section 3.3 **Minimum Gross Sales.** If Tenant has not achieved the Minimum Gross Sales Level in any one twelve (12) month period prior to the end of the sixtieth (60th) full calendar month of the Initial Term (the "**Test Period**"), Tenant shall have the right to reduce Minimum Rent by one-half (1/2) until the Minimum Gross Sales Level is achieved (provided during any months for which Tenant is paying such reduced Minimum Rent, Tenant shall pay Landlord an amount equal to the monthly Brokerage Contribution, as defined below). If the Minimum Gross Sales Level is not achieved within twenty-four (24) months after the expiration of the Test Period, Tenant shall elect, by written notice to Landlord not less than thirty (30) days prior to the expiration of such twenty-four (24) month period, to either (i) terminate this Lease or (ii) return to paying the full Minimum Rent in accordance with this Lease.

Upon any termination of this Lease under the provisions of this Section, (a) all Rent shall be adjusted as of the date of such termination, (b) if such termination occurs during the Initial Term, Tenant shall reimburse Landlord for the unamortized portion of the brokerage commission paid by Landlord to Centennial Retail Services (the "**Brokerage Commission**") pursuant to Section 24 hereof, which amount shall be amortized on a straight-line basis over the Initial Term, and the denominator of which is 120 months (which reimbursement shall be reduced by any payments of monthly Brokerage Contribution previously paid by Tenant paid by Tenant pursuant to the foregoing subsection (b)), (c) and each party and Parent Corporation shall be released thereby without further obligation under this Lease and the Guaranty attached hereto to the other party coincident with the surrender of possession of the Premises to Landlord, except for obligations that expressly survive as specified in this Lease.

The monthly "**Brokerage Contribution**" shall be calculated by dividing (a) one half (1/2) the Brokerage Commission by (b) one hundred twenty (120) months).

4. Rent.

Section 4.1 **Minimum Rent.** Beginning on the Rent Commencement Date, Tenant covenants and agrees to pay to Landlord Minimum Rent during the Term of this Lease at Landlord's Notice Address. The Minimum Rent shall be paid in equal consecutive monthly installments, payable in advance without demand, except as expressly set forth in this Lease, on the first day of each calendar month. Minimum Rent for any partial month shall be prorated on a daily basis. If the Rent Commencement Date is not the first day of a calendar month, Minimum Rent for the period from the Rent Commencement Date to the first day of the next calendar month shall be due on the first day of the first full calendar month of the Term.

Section 4.2 **Additional Rent.** Tenant covenants and agrees to pay to Landlord during the Term of this Lease, as Additional Rent, an amount equal to Tenant's Proportionate Share of the following items: "Taxes" (as defined in Section 5), "Insurance Costs" (as defined in Section 15.4) and "Operating Costs" (as defined in Section 13.2).

Tenant's Proportionate Share of (i) Taxes, (ii) Insurance Costs and (iii) Operating Costs shall be paid by Tenant in monthly installments, in advance, in such amounts as are reasonably estimated and billed by Landlord during each calendar year, each installment being due on the first day of each calendar month. Within ninety (90) days after the end of each calendar year, Landlord shall deliver to Tenant a statement of the Taxes, Insurance Costs and Operating Costs and a calculation of Additional Rent for such calendar year (the "Annual Statement"). Together with the Annual Statement, Landlord agrees to deliver to Tenant reasonable supporting documentation related to the expenses that are included in the Annual Statement. Any overpayment or deficiency in Tenant's payment of Tenant's Proportionate Share of Taxes, Insurance Costs and Operating Costs shall be adjusted between Landlord and Tenant, and Tenant shall pay Landlord, or Landlord shall credit to Tenant's account, as the case may be, within thirty (30) days after receipt of the Annual Statement, such amounts as may be necessary to effect such adjustment. Upon expiration of the Term, Landlord shall give Tenant written notice of Landlord's reasonable estimate of the amount of any such adjustment, and Landlord shall pay Tenant, or Tenant shall pay Landlord, the amount of any overpayment or deficiency, as the case may be, within thirty (30) days after such notice. Upon Tenant's request, Landlord agrees to provide Tenant with additional supporting documentation and explanation of expenses that are included in Additional Rent.

Notwithstanding anything herein to the contrary, in no event shall Tenant pay more than \$2.00 per square foot as Additional Rent for the first partial calendar year (which amount will be prorated for a partial year) and the first full calendar year of the Initial Term. During each calendar year thereafter, Tenant's Proportionate Share of Controllable Operating Costs shall not exceed the lesser of: (a) Tenant's Proportionate Share of actual Controllable Operating Costs for such calendar year, or (b) one hundred three percent (103%) of Tenant's Proportionate Share of Controllable Operating Costs of the previous calendar year. As used herein "Controllable Operating Costs" means all items of Additional Rent, except Taxes, Insurance Costs, Utilities, and snow removal.

5. Taxes.

Pursuant to Section 4.2, Tenant shall pay as Additional Rent, Tenant's Proportionate Share of the "Taxes" affecting the Shopping Center. Taxes shall include, to the extent due and payable during the Term, all real estate taxes and/or assessments, ad valorem taxes, general and special assessments (other than special assessments levied in connection with the construction of the Shopping Center or related to construction of improvements to the Shopping Center occurring thereafter). The reasonable cost (including fees of attorneys, consultants and appraisers) of any negotiation, contest or appeal pursued by Landlord in an effort to reduce any such tax, assessment or charge shall be included in Taxes provided that the fees of attorneys and consultants may only be included if they are paid on a contingent fee basis. In the event that any such negotiation, contest or appeal results in a refund of Taxes for any year, Tenant shall be entitled to receive its proportionate share of such refund, pro-rated for the period with respect to which Tenant paid Tenant's Proportionate Share of Taxes for such year, after deducting from the refund Tenant's Proportionate Share of the reasonable cost of such negotiation, contest or appeal to the extent not paid by Tenant as Additional Rent. In the case of general or special assessments, regardless of whether Landlord elects to pay the assessments in installments, Tenant's Proportionate Share of such assessments shall be computed as if Landlord has elected to pay the same in installments over the longest period allowed by applicable law, and only those installments (or partial installments) attributable to installment periods (or partial periods) falling within the Term of this Lease shall be included in Taxes. Tenant shall not be obligated to pay Tenant's Proportionate Share of any Taxes paid directly by other tenants of the Shopping Center. Taxes shall not include any increases in Taxes arising out of the transfer of title to the Shopping Center or the Premises, any income, transfer, sales or excise taxes, nor any penalties or interest arising from the failure of Landlord to timely pay the Taxes. Should any Taxes relate to or be payable over a period of time which encompasses all or a portion of the Term and either precedes or succeeds the Term, Tenant shall pay a pro rata share thereof based upon the portion of such Taxes due and payable during the Term.

6. Initial Improvements of the Premises.

Section 6.1 **Landlord's Information**. Prior to the Effective Date, Landlord has provided to Tenant (i) complete drawings, plans and specifications ("**Development Plans**") for the construction of the Shopping Center, including all improvements thereon, all common areas and all Landlord's Work (as defined herein); (ii) a current ALTA/ASCM Survey of the Shopping Center (including the Premises); (iii) a site plan of the Shopping Center showing existing utilities; (iv) current title insurance commitment for the Shopping Center (including the Premises) and all accompanying encumbrance documents and (v) a current real estate tax statement for the tax parcel of which the Premises is a part (Items (i)–(v) are collectively referred to herein as "**Landlord's Information**").

Section 6.2 **Landlord's Work**. Landlord agrees to diligently proceed with Landlord's Work and shall deliver possession to Tenant with all of Landlord's Work completed (subject only to minor Punch List items pursuant to Section 6.3) no later than the Delivery Deadline, provided in no event shall Tenant be required to accept possession of the Premises prior to five (5) business days following the waiver or satisfaction of Tenant Contingencies. As part of Landlord's Work, the Premises shall have a minimum ceiling height of 15 feet clear from

the bottom of the bar joist. Landlord warrants all improvements, including, but not limited to mechanical, electrical and plumbing systems, for a period of at least one (1) year, and assigns all assignable warranties to Tenant. Landlord to provide written manufacturers certification and warranty for roof system for a period of ten (10) years.

If Landlord fails to deliver possession of the Premises with Landlord's Work complete by the Delivery Deadline, then, for each day of delay thereafter, Tenant shall be entitled to a credit of two (2) days of free Rent against Rent due after the Rent Commencement Date. Notwithstanding any other provisions of this Lease to the contrary, Tenant shall have the right to terminate this Lease without further obligation to Landlord in the event Landlord fails to deliver possession of the Premises with Landlord's Work complete by sixty (60) days following the Delivery Deadline, by giving written notice to Landlord of such termination at any time after such failure. If this Lease is terminated as provided above, both parties and Parent Corporation shall automatically be released from any further liability or obligation whatsoever arising out of or based upon this Lease and the Guaranty.

Landlord shall give Tenant written notice of its intent to deliver possession of the Premises to Tenant with Landlord's Work completed not less than fourteen (14) days prior to delivery of possession ("**Notice of Tender**"). During the fourteen (14) day period, Tenant shall inspect the Premises to determine if possession will be accepted with Landlord's Work completed subject only to the Punch List, if any, identified by Tenant pursuant to Section 6.3 below. If Tenant determines that Landlord's Work is not complete, Tenant will give a notice of non-completion prior to the end of the Notice of Tender period, which notice will describe the reasons for Tenant's determination. In such event, Landlord will then complete Landlord's Work and provide another Notice of Tender to be followed by another 14-day period for Tenant's inspection and determination if Landlord's Work is complete, subject only to Punch List items, if any. Tenant's acceptance shall be in writing and delivered to Landlord with the Punch List, if applicable.

Section 6.3 Punch List. Landlord is required to deliver possession of the Premises to Tenant with Landlord's Work completed, subject only to Punch List items (as defined below) which Punch List items shall be completed by Landlord as provided in this Section 6.3. Within fourteen (14) days after receipt of the Notice of Tender, Landlord and Tenant shall conduct a "walk-through" inspection of the Premises and shall set out on the Punch List any defects in Landlord's Work, or the Premises noted by either party. Tenant shall be entitled to supplement the Punch List for a period of thirty (30) days thereafter. The Punch List shall set forth a time by which each Punch List item shall be completed (not to exceed 30 days, unless a longer period is consented to by Tenant in writing). Landlord agrees that any and all work performed by Landlord after delivery of the Premises to Tenant shall not unreasonably interfere with Tenant's performance of Tenant's Work, and Landlord shall be responsible for any and all costs resulting from any such unreasonable interference. If there are Punch List items, then Landlord will diligently proceed to complete the Punch List items. If any item is not completed within the time set forth on the Punch List, then Landlord shall continue to be obligated to complete that item, but Tenant shall be entitled to complete any such item at any time following ten (10) days' notice to Landlord, and Landlord shall reimburse Tenant for the reasonable costs of correcting or completing Landlord's Work within ten (10) days following a written demand by Tenant. In the event that Landlord fails to promptly pay said amount to

Tenant, Tenant shall have the right to set off the costs incurred by Tenant in so correcting or completing Landlord's Work against the Rent otherwise payable by Tenant. Tenant reserves the right to object to latent defects in the Premises. As used in this Lease the term "**Punch List**" means a list of minor details of construction, mechanical adjustments or finishing touches which do not interfere with Tenant's operation of business to the general public or with Tenant's receipt of a certificate of occupancy, and which can be corrected by Landlord within thirty (30) days, unless a longer period is consented to by Tenant in writing.

Section 6.4 **Tenant's Work.** Within forty-five (45) days after the later of (i) Tenant's receipt of Landlord's Information, or (ii) the Effective Date, Tenant will provide Landlord with a complete set of working drawings, plans and specifications, including signage and trade dress plans for construction of Tenant's Work. Landlord shall approve or disapprove of the proposed plans for Tenant's Work within fifteen (15) days of receipt thereof. Once approved or deemed approved, the plans for Tenant's Work shall be the Approved Plans. If Landlord does not approve of the plans submitted or provide reasonable objections within fifteen (15) days of receipt thereof, the plans shall be deemed to be the Approved Plans. If Landlord has provided reasonable objections, Tenant and Landlord will work cooperatively to resolve them within fifteen (15) days.

All of Tenant's Work shall be performed at Tenant's cost and expense. Tenant shall fully equip the Premises with all trade fixtures, lighting fixtures, furniture, furnishings, fixtures, floor coverings, any special equipment, and other items of personal property as may be necessary for the completion of the Premises and the proper operation of Tenant's business therein. Tenant shall construct Tenant's Work in accordance with Applicable Laws and the Approved Plans. Tenant may install audio visual equipment, including televisions and speakers, in the Patio and a speaker above the entrance doors to the Premises. Tenant shall comply with Applicable Laws related to the construction and operation of the Patio, including, without limitation, applicable noise ordinances.

Section 6.5 **Option to Begin Tenant's Work Prior to Completion of Landlord's Work.** In the event that Tenant has satisfied or waived Tenant Contingencies as set forth in Section 7.1 hereof and Landlord's Work is not yet complete but is sufficiently completed so that Tenant can begin Tenant's Work without materially interfering with the completion of Landlord's Work, Tenant will be permitted early entry to the Premises for the purpose of beginning Tenant's Work. Notwithstanding Tenant's right to early entry to the Premises, the actual date of delivery of possession as described in the definition of "**Rent Commencement Date**" in this Lease shall not occur until Landlord's Work is fully complete and accepted by Tenant in accordance with Section 6.2 hereof.

Section 6.6 **Intentionally Omitted.**

Section 6.7 **Intentionally Omitted.**

Section 6.8 **Satellite Dish.** Tenant shall have the right, at Tenant's sole cost and expense, and for Tenant's sole use, to install, maintain, and operate up to six (6) small roof mounted satellite dish antennae (referred to individually and collectively as the "**Dish**") and related equipment, including cables. Tenant will install the Dish by means of non-penetrating

roof mounts. Tenant will ensure that the Dish, and each part of it, will be installed in accordance with all local building rules of construction and codes. Tenant will obtain all FCC and other licenses or approvals required to install and operate the Dish. Tenant shall maintain the Dish and related equipment in good condition and repair. The Dish is and shall remain the property of Tenant or Tenant's assignee, and Landlord and Tenant agree that the Dish is not, and installation of the Dish at the Premises shall not cause the Dish to become, a fixture pursuant to the Lease or by operation of law. Upon expiration of the Lease or vacation of the Premises, Tenant shall remove the Dish and repair any damage to the Premises caused by such removal.

7. Tenant Contingencies.

Section 7.1 **Tenant Contingencies**. Tenant's obligations to lease the Premises as provided in this Lease are subject to the satisfaction or waiver of each of the following contingencies prior to the date (the "**Contingency Date**") which is one hundred twenty (120) days after the later of (i) the Effective Date of this Lease and (ii) the date of Landlord's approval of proposed plans for Tenant's Work, and (iii) as to subparagraph (a) below only, the date Tenant receives from Landlord a site specific documented address for the Premises issued by the City or other applicable government agency, or such earlier date as may be specified below as to specific Tenant Contingencies, but subject to extension as provided below:

- (a) Receipt by Tenant of all necessary governmental approvals for the operation of a restaurant with a full bar liquor license and any other approvals required in order for Tenant to operate for the Permitted Use or assurances that Tenant requires in its sole discretion that the liquor license and other approvals will be forthcoming to the extent permitted by applicable law.
- (b) Approval of the Approved Plans by Landlord.
- (c) Approval of the Approved Plans by applicable government authorities and any other party with approval rights, and all approvals and permits necessary for the performance of Tenant's Work.
- (d) Landlord shall have delivered to Tenant a fully executed subordination, non-disturbance and attornment agreement ("SNDA") acceptable to Tenant executed by Landlord and Landlord's existing Mortgagee(s). Landlord shall provide its Mortgagee's form of SNDA no later than thirty (30) days after the Effective Date of this Lease.
- (e) Within sixty (60) days after the Effective Date, Tenant shall determine, in its sole and absolute discretion, that the Premises is acceptable to Tenant in all respects, including economic and market feasibility of the development.
- (f) Tenant shall have fully inspected the Premises and determined that the physical condition of the Premises and all related building systems are acceptable to Tenant, in Tenant's sole discretion. Thereafter until the date

Landlord delivers possession of the Premises to Tenant, there shall be no change in the condition of the Premises.

The foregoing contingencies are for the sole and exclusive benefit of the Tenant. Tenant shall give notice to Landlord of satisfaction or waiver of Tenant Contingencies by the Contingency Date, provided, however, if such notice shall not have been given by Tenant to Landlord, then Tenant Contingencies shall be deemed to have not been satisfied prior to the Contingency Date and this Lease shall terminate. Upon any termination of this Lease under the provisions of this Section, each party and Parent Corporation shall be released thereby without further obligation under this Lease and the Guaranty attached hereto to the other party coincident with the surrender of possession of the Premises to Landlord, except for obligations that expressly survive as specified in this Lease. Notwithstanding the foregoing, if Landlord has not received a notice of satisfaction or waiver by the Contingency Date, Landlord may within ten (10) days after the Contingency Date send a written notice to Tenant and Tenant will have ten (10) days after receipt of such notice to notify Landlord of the non-satisfaction, satisfaction or waiver of Tenant Contingencies before the Lease is deemed terminated. If Tenant has not waived or satisfied the Tenant Contingencies by the Contingency Date, Tenant shall have the right to extend the Contingency Date by an additional thirty (30) days upon written notice to Landlord prior to the end of the one hundred twenty (120) day period. Landlord agrees to cooperate with Tenant's attempts to satisfy the Tenant Contingencies.

Section 7.2 Option to Terminate – Liquor License. Notwithstanding an initial notice of waiver or satisfaction of the contingency described in Section 7.1(a) above, if Tenant is unable to obtain its initial liquor license prior to the date it opens for business in the Premises, Tenant shall have the right, at its option, to terminate this Lease by written notice to Landlord prior to opening for business in the Premises. This termination option may be exercised by Tenant delivering to Landlord written notice thereof. Upon any termination of this Lease under the provisions of this Section, (a) all Rent shall be adjusted as of the date of such termination and (b) Tenant shall reimburse Landlord for Landlord's costs of demolition, plumbing, electrical, reconstruction, repair and related expenses in connection with Landlord's Work, not to exceed \$30,000.

8. Signs and Trade Dress.

Tenant, at its expense, may install the signage and trade dress all in accordance with local building code approval and as depicted on Exhibit E. Tenant shall not affix to or upon the exterior of the Premises any other signs without Landlord's prior written consent which shall not be unreasonably withheld, delayed or conditioned. Notwithstanding any other terms or provisions of this paragraph, at any time after the Effective Date, Tenant may display "Opening Soon", "Grand Opening" or other promotional banners without the prior approval of Landlord.

Landlord shall construct the pylon sign for the Shopping Center, at Landlord's sole expense in the location shown on Exhibit B. Landlord shall be responsible for the repair and maintenance of the pylon sign, for providing electricity for the sign and for keeping the pylon sign illuminated during Tenant's business hours, the costs of which shall be included in Operating Costs. Tenant shall maintain its own sign panels.

The Signage and Trade Dress for the Premises is hereby approved by Landlord.

9. **Use and Occupancy.**

Section 9.1 **Permitted Use.** Tenant will use and occupy the Premises for the Permitted Use. Nothing in this Lease shall be construed to require Tenant to continuously operate its business in the Premises and it shall not be a default hereunder if Tenant ceases to operate its business in the Premises. Notwithstanding the foregoing, Tenant shall pay Minimum Rent and Additional Rent and perform its other obligations under this Lease even if it is not operating its business in the Premises.

Tenant shall not do or permit anything to be done in or about the Premises, or bring or keep anything therein, which will increase the rate of any insurance upon the Premises or the Shopping Center, over what such rate would normally be applicable in light of Tenant's Permitted Use of the Premises. Tenant's use of the Premises for the Permitted Use shall not, in itself, be considered to cause an increase in the cost of insurance, be deemed immoral, a nuisance or annoyance or a damage to the reputation of the Shopping Center. Tenant, in its use and occupancy of the Premises, shall substantially comply with all Applicable Laws affecting the Premises and/or the Shopping Center; provided, however, that Tenant shall not be required to alter or further improve the Premises in order to carry out its obligations under this Section, unless the need to make such alterations or improvements is attributable to Tenant's specific use, as opposed to mere occupancy of the Premises, or a specific act of Tenant. Tenant shall not cause or knowingly permit injury or waste to the Premises and/or the Shopping Center, or cause or permit a nuisance to exist. Landlord shall comply with all Applicable Laws affecting the Premises with respect to which Tenant is not responsible hereunder, and in that connection, shall make any alterations, additions, replacements and repairs required in order to comply.

Landlord hereby represents and warrants to Tenant that, subject to the terms and conditions of this Lease, Tenant, its successors and permitted assigns, shall have the right to use the Premises for the Permitted Use during the Term. Landlord further represents and warrants to Tenant that there currently are no restrictions on the use of the Premises by Tenant other than the Existing Use Restrictions, and Landlord agrees that it will not enter into any agreement which places any restrictions on the use of the Premises by Tenant in accordance with the Permitted Use section of this Lease. Landlord further represents and warrants to Tenant that Tenant's Permitted Use will not violate the Existing Use Restrictions. Landlord hereby agrees to indemnify, defend, with counsel reasonably satisfactory to Tenant, and hold harmless Tenant from any claims, actions, causes of action, obligations, liabilities, damages, expenses and costs, including attorney's fees, arising out of or relating to any claim that the use of the Premises in accordance with the Permitted Use under the Lease violates any restrictions placed upon such use, including the Existing Use Restrictions, or any attempt, in any manner, to restrict Tenant's full use of the Premises in accordance with the Permitted Use provisions of this Lease.

Section 9.2 **Rules and Regulations.** Tenant shall conform to all reasonable rules and regulations which Landlord may make in the management and use of the Shopping Center. Landlord agrees that any rules and regulations established for the Shopping Center shall be reasonable, limited to matters of safety, convenience and the efficient operation of the Shopping Center and shall apply and be enforced in a uniform and non-discriminatory manner.

Section 9.3 **Landlord's Right of Access.** Landlord shall have the right to enter upon the Premises following twenty-four (24) hours prior telephonic notice to Tenant (except in the case of an emergency when no notice shall be required) for the purpose of inspecting the same, or of making repairs to the Premises, or of making repairs, alterations or additions to adjacent premises. In addition, upon at least twenty-four (24) hours' notice to Tenant (which may be by telephone), Landlord shall have the right to reasonable access to the Premises for the purpose of exhibiting the same to prospective purchasers or lenders, or during the last ninety (90) days of the Term, to prospective tenants. Landlord agrees that any entry by it into the Premises shall be done in such a manner so as to minimize interference with Tenant's business operation and so as not to unreasonably interfere with the conduct of normal business operations therein.

Section 9.4 **Compliance with Applicable Laws.** Tenant shall at all times throughout the Term of this Lease use and occupy the Premises and fulfill its maintenance obligations as set forth in Section 11.2 in substantial compliance with all Applicable Laws. Landlord hereby represents and warrants that the Premises and Common Areas of the Shopping Center comply with all Applicable Laws. Landlord shall at all times throughout the Term of this Lease fulfill its maintenance obligations as set forth in Section 11.1 and its other obligations under this Lease in substantial compliance with all Applicable Laws. Landlord represents and warrants that the Premises and Common Areas conform to all applicable requirements of the Americans With Disabilities Act of 1990, as amended, Pub. L. 101-336, 42 U.S.C., et seq., and the administrative regulations promulgated thereunder.

Section 9.5 **Surrender Of Premises; Trade Fixtures; Holdover.** Tenant covenants and agrees to deliver up and surrender to Landlord possession of the Premises upon the expiration or earlier termination of this Lease, as herein provided, in broom clean condition, damage or destruction by casualty and reasonable wear and tear excepted. If Tenant makes any alterations, additions or improvements to the Premises during the Term hereof, Tenant may surrender the Premises in such altered or improved condition without liability for restoring the same to the condition existing when Tenant took possession thereof. Tenant shall not hold over beyond the end of the Term for failure of Landlord to give notice to vacate, any such notice being waived by Tenant. All improvements to the Premises and all fixtures shall be the property of Tenant during the Term of this Lease. Upon expiration or earlier termination of this Lease, all improvements to the Premises and all fixtures shall be and become the property of Landlord, except that all equipment, furniture, trade fixtures and branded items installed by Tenant shall remain the property of Tenant, and Tenant, at its option, may remove the same upon the expiration or earlier termination of the Lease so long as all damage caused by such removal shall be promptly repaired by Tenant at Tenant's expense. Notwithstanding the foregoing, in the event Tenant, notwithstanding, shall hold over after the expiration or earlier termination of this Lease, it shall constitute a tenancy from month to month governed by the terms hereof.

10. Exclusivity.

Section 10.1 **Definitions.** The following definitions are used in this Article 10:

Beer Exclusive: A restaurant and/or bar that has fifteen (15) or more beer taps.

Competing Use: A use that competes with or otherwise violates any portion of the Exclusive Use.

Exclusive Use: Collectively, the Sports Bar Exclusive, the Wings Exclusive or the Beer Exclusive.

Sports Bar Exclusive: A restaurant and/or bar which (a) markets itself for viewing sporting events or (b) has three (3) or more televisions.

Wings Exclusive: A restaurant and/or bar which serves bone-in or boneless chicken wings as a menu item with two (2) or more types of sauces, provided the foregoing shall not prohibit the sale of bone-in or boneless wings by other tenants of the Shopping Center if such sales constitute no more than five percent (5%) of such tenant's food sales.

Section 10.2 **Prohibition Against Competing Use.** Landlord will prohibit any other space in the Shopping Center to be used by a person or entity whose business is a Competing Use. Landlord shall include a provision in all future leases in the Shopping Center prohibiting the use of such leased space for a Competing Use. Businesses which are considered a Competing Use include, without limitation, Champps, Hooters, Wing Stop, Buffalo Wings & Rings, Wild Wing Cafe, Mellow Mushroom, Miller's Ale House, Carolina Ale House, Cheddar's Casual Café, The Green Turtle, Brick House Tavern & Tap, Tilted Kilt Pub & Eatery, The Ram, CB & Potts, Dave & Busters Twin Peaks, Show-Me's, East Coast Wings & Grill, Gators Sports Bar & Grill, BJ's Restaurant and Brewhouse, Quaker Steak and Lube, Beef O' Brady's, Logan's Roadhouse, Hurricane Grill & Wings, Taco Mac, Kerr's Wing House, Duffy's Sports Grill, Ale House, Hubee D's Tenders & Wings and Bru's Room Sports Grill.

Section 10.3 **Tenant's Remedies.** In the event that (i) a Competing Use shall sign a lease for space in the Shopping Center or shall commence business in the Shopping Center and Tenant has provided Landlord with written notice of such Competing Use (the "**Default Notice**") setting forth the specific information as to Tenant's good faith belief as why and how the Competing Use is in violation of the Exclusive Use, and (ii) such Competing Use continues for a period of thirty (30) days after the date Tenant delivers the Default Notice (the "**Remedy Period**"), then, in addition to any other remedy available to Tenant at law or in equity, Tenant's remedy for such violation shall be a reduction in Minimum Rent by an amount equal to fifty percent (50%) of the then current Minimum Rent (the "**Reduced Rent**") (said reduction to begin upon the expiration of the Remedy Period); provided, however, Tenant shall only have available the rent reduction remedy described above for so long as such violation continues and only for so long as Tenant is not in default under this Lease beyond any applicable cure period. Tenant shall have the right, in addition to any other remedies available at law or in equity, to obtain injunctive relief against Landlord and/or the Competing Use. The Remedy Period will be extended to sixty (60) days if the Competing Use is a Rogue Tenant and Landlord promptly commences and diligently pursues injunctive relief against such tenant. As used herein, "**Rogue Tenant**" means a tenant or occupant who without Landlord's authorization, consent or approval and in violation of such tenant's or occupant's Lease uses its space in violation of the Exclusive Use. Landlord shall use good faith and best efforts to enforce Landlord's rights under such lease or license agreement, including without limitation filing appropriate legal action seeking injunctive relief

against the Rogue Tenant promptly upon becoming aware of the violation. In the event Landlord fails to cause such Competing Use by the Rogue Tenant to cease using such efforts, then after the Remedy Period, Tenant shall also have the right to pursue appropriate legal action seeking injunctive relief against the Rogue Tenant. For avoidance of doubt, in the event that Landlord shall fail to promptly commence and thereafter diligently pursue such rights and remedies available to Landlord in order to cause such Rogue Tenant to cease the Competing Use or at the expiration of the Remedy Period (which ever shall first occur), then, so long as there remains an uncured violation of the Exclusive Use, Tenant shall be entitled to pay Reduced Rent until such violation is cured or until a final court determination allowing such Rogue Tenant to continue the Competing Use notwithstanding this Section 10.

Section 10.4 **Exceptions to Applicability.** Tenant's Exclusive Use is not applicable to any occupant operating and in possession of its premises under a signed and effective lease agreement existing as of the earlier of (i) the date Tenant takes possession of the Premises, or (ii) the date a memorandum of this Lease is recorded, and which lease agreement might permit such tenant to use its premises for a use which violates the Exclusive Use. While the use clauses set forth in certain existing occupancy agreements may operate to limit the uses that can be made by the occupant thereunder with respect to their respective premises, the terms of such occupancy agreement may not expressly preclude such occupant from adopting a use which would be violative of the Exclusive Use. Nonetheless, Landlord agrees, to the extent of Landlord's legal rights, to not grant its consent to any proposed change in use by an occupant under any existing occupancy agreement which would result in such occupant operating in violation of the Exclusive Use.

Section 10.5 **Tenants Not Yet Open.** Landlord represents that there are no other tenants for the Shopping Center who have signed leases or who are negotiating leases but have not yet opened for business where such tenant's planned use would constitute a Competing Use.

11. **Maintenance, Repairs and Alterations.**

Section 11.1 **Landlord's Responsibility.** Landlord shall maintain, repair and replace, at Landlord's sole expense without inclusion in Operating Costs, the exterior foundations, structure, exterior walls (except the interior faces thereof), downspouts, gutters, and roof of the Premises, and the plumbing and sewage lines, utilities, facilities and systems outside of the Premises but which service the Premises, and shall also maintain repair and replace, with the cost thereof being deemed included in Operating Costs under this Lease, the various items described in Section 13.1. All repairs and maintenance which are Landlord's responsibility hereunder, whether the cost is to be borne by Landlord, or deemed included in Operating Costs under this Lease, shall be performed and made promptly after the need therefor arises, and in a good and workmanlike manner, to a level of quality conforming to the standards of a similar shopping center. Landlord agrees to repair and replace any part of the Premises, Tenant's improvements, fixtures, and personal property damaged by the neglect of Landlord, its employees, agents or contractors and to perform such work in a manner that minimizes any interference with Tenant's use or enjoyment of the Premises. In the event that Landlord fails to carry out its obligations hereunder, then following ten (10) days' notice, Tenant shall be entitled to perform such work, and Tenant shall be reimbursed by Landlord for the reasonable costs thereof within ten (10) days following a written demand by Tenant. In the event that Landlord

fails to promptly pay said amount to Tenant, Tenant shall have the right to set off the costs incurred by Tenant in so carrying out Landlord's obligations hereunder against the Rent otherwise payable by Tenant.

Section 11.2 **Tenant's Responsibility.** Except as specifically provided in Section 11.1 above, Tenant shall keep and maintain the Premises and every part and component thereof, including, without limitation the exterior and interior portions of all doors, windows and plate glass in or surrounding the Premises; the storefronts of the Premises; furnishings; all heating, ventilating and air-conditioning, and electrical equipment and apparatus; plumbing and sewage lines, facilities and systems to the extent such lines, facilities and systems service the Premises solely and no other space in the Shopping Center; furniture, furnishings, fixtures, and equipment; interior walls, floors, and ceilings; signs; and all interior building appliances and equipment, in good repair, safe and sanitary condition. All repairs and maintenance shall be performed and made promptly after the need therefor arises, and in a good and workmanlike manner. Any and all painting and/or decorating of the exterior of the Premises shall be subject to Landlord's prior written approval which approval shall not be unreasonably withheld, delayed or conditioned.

Section 11.3 **Alterations.** Tenant shall make no changes, alterations or additions to the Premises without first obtaining Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned; provided, however, that Tenant shall be permitted to perform interior, non-structural, additions or improvements to the Premises that do not impact the heating, ventilation air conditioning, electrical or plumbing systems without Landlord's prior consent. The cost of any such changes, alterations or additions shall be paid by Tenant and all such work shall be done in a good and workmanlike manner. Notwithstanding any provision to the contrary herein, Tenant shall have the right to make any exterior changes to the building and/or the Premises without the prior written consent of the Landlord in order to (i) maintain, repair or replace Tenant's Signage and Trade Dress in accordance with the Approved Plans; or (ii) update its signage and/or trade dress in the event Tenant changes or otherwise alters its typical signage and/or trade dress used at Tenant's other stores in the Tennessee area.

12. Utilities.

Landlord represents and warrants that all utilities furnished to the Premises are separately metered. Tenant shall pay all charges for water, electricity, gas, sewage, waste, trash and garbage disposal, telephone, and all other utility services furnished to the Premises on and after the delivery of possession of the Premises to Tenant. Tenant shall promptly pay and discharge, as and when the same become due, all utility and other charges including, without limitation, water, gas, electrical, telephone, and sewer charges, incurred during the Term of this Lease and the operation maintenance, use, occupancy, and upkeep of the Premises. Landlord shall be responsible for furnishing all utilities to the Premises at rates no higher than Landlord is paying for such utilities. Landlord represents and warrants that the capacity of the utilities furnished to the Premises shall be adequate for Tenant's Permitted Use. Interruption or impairment of any such utility or related service, caused by or necessitated by repairs, improvements, or by hazards beyond the control of Landlord, shall not give rise to a right or cause of action against Landlord in damages or otherwise. Notwithstanding the foregoing, if

through no fault of Tenant or anyone claiming by, through or under Tenant, or any of their agents, employees, contractors, licensees or invitees, any utility service to the Premises is interrupted as a result of which Tenant is unable to fully operate the Premises for the Permitted Use for more than three (3) consecutive days, then beginning on the fourth (4th) consecutive day of such interruption and failure by Tenant to operate, and continuing for so long as such interruption and failure continue, all Rent shall abate in full and Tenant shall have no liability for the same.

13. Common Areas.

Section 13.1 **Management and Operation of Common Areas**. Landlord will operate and maintain or will cause to be operated and maintained the Common Areas in a manner consistent with the level of quality conforming to the standards of a similar shopping center. Landlord's obligations with respect to the Common Areas shall include, but not be limited to repairing and replacing paving, keeping the Common Areas policed, drained, free of snow, ice, water, rubbish and other obstructions, and in a neat, clean, orderly and sanitary condition; keeping the Common Areas and such other areas suitably lighted during, before, and a minimum of two (2) hours after, Tenant's business hours; maintaining signs, markers, painted lines (painting lines at least once every three (3) years or more often if necessary) and other means and methods of pedestrian and vehicular traffic control; maintaining adequate roadways, entrances and exits and maintaining any plantings and landscaped areas. Landlord may not close or change the Common Areas or install any items in the Common Areas if such closure, change or installation will or does adversely affect of the visibility, the accessibility to the Premises from the parking areas and entrance ways, the amount and location of available customer parking, or the accessibility to the Shopping Center from public roadways (collectively, the "**Adverse Common Area Changes**"). In addition, Landlord agrees not to construct any structure(s) or make any other changes that adversely affects the visibility, the accessibility to the Premises from the parking areas and entrance ways, the amount and location of available customer parking, or the accessibility to the Shopping Center from public roadways in the area as shown on Exhibit B (the "**No Change Area**"). Landlord shall be permitted to add a sidewalk and stairs for access to the building, subject to Tenant's reasonable approval, so long as such changes do not adversely affect the visibility, the accessibility to the Premises from the parking areas and entrance ways, the amount and location of available customer parking, or the accessibility to the Shopping Center in the No Change Area. In the event that any entrances to the Shopping Center are closed or any other Adverse Common Area Changes are made without Tenant's consent, Rent shall be abated after five (5) days and remain abated until said entrance is reopened or such Adverse Common Area Change is rectified to Tenant's sole satisfaction. Notwithstanding the foregoing, in the event that access to the Premises is closed, Rent shall immediately abate until access to the Premises is restored.

Landlord agrees to provide lighting on light stanchions or poles for the parking lots of the Shopping Center to keep them well lit during Tenant's hours of operation and for two (2) hours after Tenant's business closes each night.

Section 13.2 **Operating Costs**. Pursuant to Section 4.2, Tenant shall pay as Additional Rent, Tenant's Proportionate Share of Operating Costs. "**Operating Costs**" shall mean all reasonable costs and expenses paid or incurred by Landlord for or in connection with

the operation and maintenance of the Common Areas of the Shopping Center, including but not limited to, all costs and expenses of operating, maintaining, repairing, lighting, signing, cleaning, painting, striping, policing and security (if provided) of the Common Areas. For purposes of this Section, Common Areas shall not include any interior hallways, stairwells, restrooms or other interior portions of any building within the Shopping Center. Operating Costs shall also include, but not be limited to, cost of employment taxes; alarm systems; worker's compensation insurance covering personnel, fidelity bonds for personnel; removal of snow, ice, trash and debris from the Common Areas only, but excluding trash generated by tenants; regulation of traffic; costs and expenses in connection with maintaining federal state or local governmental environmental standards; the cost of all materials, supplies and services purchased or hired therefor; installing and renting of signs; fire protection; maintenance and repairs not of a capital nature of utility systems serving the Common Areas, including, but not limited to, water, sanitary sewer and storm water lines and retention facilities and other utility lines, pipes and conduits; costs and expenses of inspecting and depreciation of machinery and equipment used in the operation and maintenance of the Common Areas and personal property taxes and other charges (including, without Limitation leasing, financing or rental costs) incurred in connection with such equipment; costs and expenses of repair or replacement of paving, curbs, walkways, landscaping, drainage pipes, ducts, conduits and similar items, and plate glass, and lighting facilities; costs and expenses of planting, replanting and replacing flowers, shrubbery and planters; costs of providing light and power to the Common Areas; and the cost of water services, if any, furnished by Landlord for Common Areas.

Notwithstanding the foregoing, Operating Costs in which Tenant is to share hereunder shall not include (i) costs for which Landlord is reimbursed by insurance or otherwise compensated or to be compensated by third parties, (ii) costs which are to be capitalized in accordance with generally accepted accounting principles, (iii) leasing commissions, leasing fees or advertising fees, (iv) attorneys' fees for enforcing leases against other tenants, (v) costs directly billed to other tenants; (vi) repairs necessitated by the negligent acts or omissions of Landlord, its employees, agents or contractors, (vii) improvements, repairs and replacements within the premises of another tenant of the Shopping Center or within any building in the Shopping Center; (viii) amounts paid for services not utilized by or available to Tenant; (ix) depreciation (other than depreciation as above specified); (x) interest, on debt or amortization on any mortgage or mortgages encumbering the Shopping Center or Common Areas; (xi) Landlord's general overhead; (xii) rental payments incurred in leasing air conditioning systems, elevators or other equipment ordinarily considered to be of a capital nature, except operating/maintenance equipment not affixed to the Shopping Center buildings or Common Areas which is used in providing janitorial or similar services; (xiii) costs of installing the initial landscaping and any sculpture or objects of art for the Common Areas; (xiv) repairs, alterations, additions, improvements or replacements made to rectify or correct any defect in the design, materials or workmanship of the Shopping Center buildings or Common Areas; (xv) repairs or replacements covered by warranties or guaranties to the extent of service or payment thereunder; (xvi) executive salaries or salaries of service personnel (including the Shopping Center superintendent) to the extent that such executives or service personnel perform services other than in connection with the management, operation, repair or maintenance of the Shopping Center or Common Areas; (xvii) any charges that would result in Landlord collecting in excess of one hundred percent (100%) of all Operating Costs; (xviii) costs relating to compliance with

laws regarding chlorofluorocarbons and hydro chlorofluorocarbons; (xix) costs of appeal or contest of amount of Taxes; and (xx) management fees or administrative fees.

Section 13.3 **Merchants Association/Marketing Fees.** Notwithstanding anything in this Lease to the contrary, Tenant will not be required to pay Landlord or contribute to a fund for merchants association or marketing.

Section 13.4 **Tenant's Right to Audit.** Landlord acknowledges and agrees that the payment by Tenant of Tenant's Proportionate Share of any Additional Rent items does not waive or derogate Tenant's audit rights under this Section 13.4. Upon reasonable notice, Landlord shall make available for Tenant's inspection at Tenant's corporate offices, Landlord's records relating to Additional Rent. Tenant shall have the right to audit Landlord's books and records pertaining to Additional Rent by giving Landlord ten (10) days' notice of its intention to do so. If the results of said audit evidence an error by Landlord in calculating Additional Rent, in excess of three percent (3%) for any of said items, Landlord shall be responsible for the cost of the audit.

14. **Parking.**

Landlord hereby represents and warrants to Tenant that during the entire term of this Lease, Landlord shall provide the number of parking spaces in the Shopping Center at all times as shown on the Site Plan attached hereto as Exhibit B. Landlord assures Tenant that there will be sufficient parking spaces in the Shopping Center for operation of Tenant's business in addition to the other tenants. Landlord will permit Tenant to designate at least four (4) short term parking spaces for Tenant's take out sales in the location shown on Exhibit B-1. Landlord agrees to provide continuous, uninterrupted access to, from and among the driveways of the Shopping Center and all streets adjacent thereto and all parking areas so long as this Lease remains in effect. Except for the Permitted Restaurants, Landlord agrees not to permit the operation of another restaurant and/or bar in the Shopping Center. For purposes of this Lease, the term "**Permitted Restaurants**" shall mean, collectively, (1) one restaurant which is (a) not full-service and (b) does not exceed 2,250 square feet of space and (2) one restaurant which is (a) located more than 250 feet from the Premises and (b) does not exceed 6,200 square feet of space.

15. **Indemnity and Insurance.**

Section 15.1 **Indemnity.** Landlord agrees to and hereby does indemnify and save Tenant harmless against all claims for damages to persons or property by reason of Landlord's negligence or willful misconduct and all expenses incurred by Tenant because thereof, including attorneys' fees and court costs.

Tenant agrees to and hereby does indemnify and save Landlord harmless against all claims for damages to persons or property by reason of Tenant's negligence or willful misconduct and all expenses incurred by Landlord because thereof, including attorneys' fees and court costs.

The provisions of this Section 15.1 shall survive the expiration or earlier termination of this Lease.

Section 15.2 **Tenant's Insurance.** At all times after the date of delivery of possession of the Premises to Tenant, Tenant, at Tenant's sole cost and expense, shall maintain in full force and effect the following insurance (which insurance shall be with companies licensed to do business in the State in which the Shopping Center is located):

- (a) A Commercial General Liability Policy, including liquor liability insurance, applying to the use and occupancy of the Premises and the business operated at the Premises; such coverage shall have a minimum combined single limit of liability of at least Five Million Dollars (\$5,000,000.00) and a general aggregate limit of at least Five Million Dollars (\$5,000,000.00), which limit may be achieved by a combination of a base policy and an additional umbrella policy, and the policy shall (i) be written to apply to all bodily injury, property damage, personal injury and other covered loss, however occasioned, occurring during the policy term, (ii) name as an additional insured, Landlord (and, at Landlord's request, any Mortgagee), (iii) by its terms, be cancelable or terminated only with at least thirty (30) days prior written notice to Landlord if allowed by Applicable Law; and
- (b) A Causes of Loss – Special Form insurance policy, written at replacement cost value and with replacement cost endorsement, covering the Premises and all of Tenant's property in the Premises (including, without limitation, inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of this Lease), the plate glass in or surrounding the Premises and all Tenant Improvements and any other leasehold improvements installed in the Premises by or on behalf of Tenant.

Section 15.3 **Policy Requirements.** Each such policy, or a certificate thereof, shall be deposited with Landlord by Tenant promptly upon commencement of Tenant's obligation to procure the same and at least thirty (30) days prior to the expiration of the respective policy terms. All proceeds of any insurance maintained by Tenant shall belong to and be the sole property of Tenant except as expressly in this Lease. If Tenant shall fail to perform any of its obligations under this Section, Landlord may, following ten (10) days written notice to Tenant, perform the same and the reasonable cost of such performance shall be deemed Additional Rent and shall be payable upon Landlord's demand. Such insurance may be furnished by Tenant under any blanket policy carried by it, under a separate policy therefor or under any combination of self-insurance, primary insurance, or umbrella insurance policies carried by Tenant.

Section 15.4 **Landlord's Insurance.** Landlord shall maintain during the term of this Lease the following insurance:

- (a) A Causes of Loss – Special Form insurance policy on the Premises, the building in which the Premises are located and any other improvements to the Common Areas of the Shopping Center in an amount equal to the full replacement cost thereof.

- (b) A Commercial General Liability Policy applying to the business operated at the Shopping Center; such coverage shall have a minimum combined single limit of liability of at least Three Million Dollars (\$3,000,000.00) and a general aggregate limit of at least Three Million Dollars (\$3,000,000.00), which limit may be achieved by a combination of a base policy and an additional umbrella policy, and the policy shall (i) be written to apply to all bodily injury, property damage, personal injury and other covered loss, however occasioned, occurring during the policy term, (ii) by its terms, and be cancelable or terminated or materially altered only with at least thirty (30) days' prior written notice to Tenant if allowed by Applicable Law. Pursuant to Section 4.2, Tenant shall pay as Additional Rent Tenant's Proportionate Share of Insurance Costs. "Insurance Costs" shall mean Landlord's cost of maintaining the insurance which Landlord is required to maintain as set forth in this Section.

Section 15.5 **Waiver of Right of Recovery.** Notwithstanding any provision of this Lease to the contrary, if either party hereto suffers a loss or damages, and such loss or damages would typically be covered under any policy of insurance that such party actually maintains or is required to maintain pursuant to this Lease, then such party hereby releases the other party to and from any and all liability for each such loss or damage, notwithstanding that such loss, damage or liability may arise out of the negligent or intentionally tortious act or omission of the other party, its agents, officers or employees and/or notwithstanding that such party has failed to maintain the insurance policy required to be maintained by it under this Lease.

16. **Casualty.**

Section 16.1 **Casualty; Abatement of Rent.** If the Premises are damaged or destroyed by fire or other casualty insurable under a standard Causes of Loss – Special Form insurance policy, Landlord shall rebuild the Premises and otherwise repair, reconstruct and restore the Premises including Landlord's Work (except for Tenant's installations, alterations, personal property, inventory, trade fixtures, equipment, and furnishings) to the condition in which the Premises were immediately prior to the happening of such casualty. Tenant shall repair and replace its installations, alterations, merchandise, trade fixtures, inventory, furnishings, operating equipment and personal property as soon as possible after the occurrence of such casualty. To the extent that Tenant is partially or totally unable to reasonably operate its business at the Premises, all Rent hereunder shall be proportionately abated until Landlord and Tenant have fully completed such repair, reconstruction or restoration; provided, however, that Tenant shall be permitted a reasonable period of time thereafter to recommence business operations in the Premises prior to the time Tenant's obligation to pay Rent hereunder recommences.

Section 16.2 **Rights to Terminate.** Notwithstanding the provisions of Section 17.1 to the contrary, Landlord shall have the option to terminate this Lease by written notice to Tenant given within sixty (60) days after the occurrence of any damage or destruction, under any one or more of the following circumstances: (a) if the damage or destruction occurs within the last twelve (12) months of the Term of this Lease (unless Tenant promptly thereafter exercises its renewal right) or any Renewal Term; (b) if fifty percent (50%) or more of the number of square

feet located in the building in which the Premises are located is rendered untenable thereby and Landlord elects to terminate all of the leases of space in such building. Within thirty (30) days following a casualty Landlord shall deliver to Tenant a notice stating (i) whether the casualty entitles Landlord to terminate this Lease, and if so whether Landlord intends to terminate the Lease, (ii) whether Landlord believes, in good faith, that within one hundred eighty (180) days following the casualty, Landlord will be able to complete the restoration of the Premises, the building in which the Premises is located and the Common Areas. If such notice indicates that the restoration of the Premises, the building in which the Premises is located and the Common Areas is not likely to be fully completed within one hundred eighty (180) days of the casualty or if the Premises, the building in which the Premises is located and the Common Areas is not, in fact, restored within such one hundred eighty (180) day period, Tenant shall be entitled to terminate this Lease upon written notice to Landlord. Tenant shall also have the right to terminate this Lease, by written notice to Landlord given within sixty (60) days after the occurrence of a casualty to the Premises, if as a result of such casualty the Premises are destroyed or rendered untenable during the last twelve (12) months of the Term. In the event Tenant terminates this Lease pursuant to this Article 16 following a casualty event, Tenant shall pay to Landlord the portion of its insurance proceeds, if any, related to the demising walls and utility systems installations.

Section 16.3 **Termination of Rent Obligation.** Upon any termination of this Lease under the provisions of this Article 16, all Rent shall be adjusted as of the date of such termination, and each party and Parent Corporation shall be released thereby without further obligation under this Lease and the Guaranty attached hereto to the other party coincident with the surrender of possession of the Premises to Landlord, except for obligations that expressly survive as specified in this Lease.

17. **Condemnation.**

If more than fifty percent (50%) of the Shopping Center Area, or twenty percent (20%) of the building in which the Premises is located are condemned or taken by any public authority under the power of eminent domain or deed in lieu thereof, or any portion of the No-Change Area, and/or any portion of the Premises are condemned or taken by any public authority under the power of eminent domain or deed in lieu thereof, either Landlord or Tenant shall have the right, as of the day possession shall be taken by such public authority, to terminate this Lease by written notice to the other, and all Rent shall be paid to the date of such possession or proportionate refund made by Landlord if such Rent has been paid in advance. Upon any termination of this Lease under the provisions of this Section, all Rent shall be adjusted as of the date of such termination, and each party and Parent Corporation shall be released thereby without further obligation under this Lease and the Guaranty attached hereto to the other party coincident with the surrender of possession of the Premises to Landlord, except for obligations that expressly survive as specified in this Lease. If neither party shall elect to terminate the Lease by reason of such condemnation, the Minimum Rent, Tenant's Proportionate Share of Additional Rent shall be reduced by the proportion of Tenant's Floor Area taken by such condemnation, if any. In addition, Landlord shall make all necessary repairs or alterations so as to constitute the remaining part of the Premises a complete architectural unit. Damages for such taking, shall belong to and be the property of Tenant or Landlord, to the extent of their interest in the Premises and the improvements to the Premises.

18. **Assignment and Subletting by Tenant.**

Tenant may assign or sublet the whole or any part of the Premises without the prior consent of Landlord. In the event any successor entity has a net worth that is greater than or equal to Forty Million Dollars (\$40,000,000.00) at the time of an assignment or sublease, Tenant and Parent Corporation shall be released from any further liability under the Lease.

19. **Subordination; Estoppel Certificates.**

Section 19.1 **Subordination.** Provided that so long as Tenant is not in default hereunder beyond any applicable notice or cure period, Tenant's rights under this Lease shall not be disturbed, this Lease shall be subject and subordinate to each Mortgage hereafter covering any or all of the Premises (and each renewal, modification, consolidation, replacement or extension thereof) or other similar instrument of encumbrance now or hereafter existing, subject to execution by any subsequent Mortgagee of a non-disturbance agreement providing that notwithstanding the default of Landlord under such mortgage, or the foreclosure of the lien thereof, or the grant of a deed in lieu of foreclosure, this Lease shall continue in full force and effect upon the terms, conditions, covenants and agreements herein contained so long as Tenant is not in default hereunder beyond any applicable notice or cure period. Tenant shall promptly and, in any event, within fifteen (15) business days after the request of Landlord or any Mortgagee execute, acknowledge and deliver such further reasonable instrument or instruments evidencing such subordination provided that such instrument does not conflict with or modify the terms of this Lease. If any Mortgage exists as of the Effective Date, Landlord shall deliver a non-disturbance agreement in favor of Tenant from Landlord and its Mortgagee in a form which does not conflict with or modify the terms of this Lease on or before the date specified in Section 7.1. Such obligation shall survive waiver of the Tenant Contingencies.

Section 19.2 **Estoppel Certificates.** Either party shall within fifteen (15) business days after being requested to do so by the other party or any Mortgagee, execute, acknowledge and deliver to the requesting party (or, at such party's request, to any existing or prospective purchaser, transferee, assignee or Mortgagee) an instrument, certifying (a) that this Lease is unmodified and in full force and effect (or, if there has been any modification thereof, that it is in full force and effect as so modified, stating therein the nature of such modification); (b) as to the dates to which Minimum Rent, Additional Rent and other charges owing hereunder have been paid; (c) as to the amount of any prepaid rent or any credit due to the other party hereunder; (d) the date on which the Term commenced; (e) as to whether any notice of default has been given by either party which default has not been cured; and, (f) as to any other fact or condition reasonably requested by the requesting party or such other addressee; and acknowledging and agreeing that any statement contained in such certificate may be relied upon by the requesting party and any other such addressee.

20. **Restriction on Hazardous Materials.**

Section 20.1 **Definitions.**

- (a) As used herein, the term "**Hazardous Materials**" means any substance or material (i) containing gasoline or oil or any other petroleum product,

asbestos, any radioactive material or any polychlorinated biphenyl; (ii) that is defined or termed as a "hazardous substance" or "hazardous waste" as defined by any existing federal state or local law, statute, regulation code or authority or (iii) the use, disposal storage, handling or generation of which is otherwise restricted, governed or regulated by any federal state or local law, statute, regulation, code or authority intended to protect the environment or public health.

- (b) As used herein the term "**Environmental Damages**" means (i) all claims, judgments, damages, penalties, fines, costs, liabilities and losses; and (ii) all sums paid for settlement of claims, and reasonable attorneys,' consultant's and experts' fees.

Section 20.2 **Tenant's Obligation**. Tenant shall not cause or permit the Premises to become contaminated by any Hazardous Materials (defined in Section 20.1) being brought upon, kept or used in or about the Premises by Tenant, its agents, employees, or contractors. Notwithstanding the foregoing, Tenant may bring ordinary amounts of Hazardous Materials used in connection with Tenant's business (such as cleaning solutions) so long as the same is used, stored and disposed of in accordance with applicable law. If the presence of Hazardous Materials on the Premises caused or permitted by Tenant results in contamination of the Premises, or if contamination of the Premises by Hazardous Materials otherwise occurs for which, under applicable law, Tenant is liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend and hold Landlord harmless from all Environmental Damages caused by Tenant.

Section 20.3 **Landlord's Obligations**. Landlord shall deliver the Premises free of Hazardous Materials. Landlord represents and warrants to Tenant that any handling, transportation, storage, treatment or usage of Hazardous Materials that has occurred on the Premises or otherwise within the Shopping Center to date has been in compliance with all applicable federal, state and local laws, regulations and ordinances. Landlord further represents and warrants to Tenant that no leak, spill, release, discharge, emission or disposal of Hazardous Materials has occurred on the Shopping Center to date, and that the building, soil, ground water and soil vapor on or under the Premises is free of Hazardous Materials as of the date of execution of this Lease and delivery of occupancy to Tenant. Landlord agrees to indemnify, defend and hold Tenant and its officers, employees, and agents harmless from any Environmental Damages which arise during or after the term of this Lease from or in connection with the presence of Hazardous Materials on or under the Premises or Shopping Center, unless the Hazardous Materials is present solely as a result of a breach of the foregoing obligations of Tenant with respect to Hazardous Materials under this Lease, or the negligence or willful misconduct of Tenant, its officers, employees or agents.

Section 20.4 **Discovery of Hazardous Materials During Construction**. If conditions suggesting the presence of Hazardous Materials are discovered during construction of Tenant's Work, Tenant shall promptly notify Landlord. Landlord shall cause its environmental consultant to investigate the Premises and/or to perform tests to determine whether there are any Hazardous Materials which require remediation under applicable laws, rules and regulations. Remediation shall include those steps required to eliminate, remove or otherwise mitigate the

presence of Hazardous Materials. If asbestos containing materials are discovered in the Premises, Landlord shall remove the same in accordance with applicable laws, rules and regulations. If remediation is required and the proposed remediation will (i) result in more than a ninety (90) calendar day delay in Tenant's Work or (ii) result in a reconfiguration of the Premises, the Common Area or the Shopping Center which, in the exercise of Tenant's reasonable business judgment, will materially affect Tenant's business operations, then, in either event, Tenant may terminate the Lease upon thirty (30) days' written notice to Landlord delivered within thirty (30) days after Tenant is notified of the discovery of the occurrence of either (i) or (ii) above, as the case may be. After delivery of notice from Tenant to Landlord, the Lease shall terminate as provided in the notice unless the termination is due to (ii) above, in which event if Landlord is able to reconfigure the Premises, Common Area and/or Shopping Center, as the case may be, within such thirty (30) day period, such that the reconfiguration does not, in Tenant's reasonable business judgment, materially affect Tenant's business operations, the Lease shall not terminate. The Rent Commencement Date shall be extended one (1) day for each day of delay resulting from required remediation. In any event, Landlord shall be responsible for the reasonable increases in the construction costs of Tenant's Work, and related out-of-pocket costs and expenses, caused by such delay, remediation, reconfiguration and/or termination. All required remediation shall be diligently completed by Landlord at Landlord's sole cost and expense. The remedies provided herein are in addition to any other remedies available to the parties pursuant to the Lease. Upon any termination of this Lease under the provisions of this Section, each party and Parent Corporation shall be released thereby without further obligation under this Lease and the Guaranty to the other party coincident with the surrender of possession of the Premises to Landlord, except for obligations that expressly survive as specified in this Lease.

21. Default.

Section 21.1 **Event of Default.** Any one or more of the following events shall constitute an "Event of Default": (a) failure of Tenant to pay an installment of Rent or any other sum payable by Tenant hereunder within ten (10) days after Landlord gives Tenant written notice thereof; (b) the making by Tenant of an assignment for the benefit of its creditors; (c) institution by Tenant of proceedings for reorganization, liquidation, or bankruptcy of Tenant, unless the same is discharged within sixty (60) days; (d) institution against Tenant of proceedings for reorganization, liquidation, or bankruptcy which are not dismissed within sixty (60) days; (e) the appointment of a receiver, trustee or liquidator to take charge of all or substantially all of Tenant's assets which is not vacated within sixty (60) days; (f) failure of Tenant to perform any of Tenant's other obligations under this Lease within thirty (30) days after Landlord gives Tenant written notice thereof, provided, however, that if such failure is curable, but cannot with reasonable diligence be cured within such thirty (30) day period, then the failure of Tenant to commence to cure such default within such thirty (30) day period and thereafter cure such default with due diligence.

Section 21.2 **Landlord's Remedies.** If an event of default occurs, Landlord, at its option, shall have the right to terminate this Lease or Tenant's right to possession of the Premises, and enter into and take possession of the Premises and remove all persons and their property therefrom, and shall further be entitled to pursue all other remedies available to Landlord at law or in equity, except Landlord shall not be permitted to accelerate the payment of

Rents. Tenant shall be liable for reasonable attorney's fees incurred by Landlord in connection with the exercise of Landlord's remedies. In any such event, Landlord shall use all reasonable efforts to mitigate any and all damages that it may sustain as a result of Tenant's default hereunder.

Section 21.3 **Landlord's Default.** If Landlord shall default in the performance of any of Landlord's obligations hereunder, and such default shall not be cured within thirty (30) days after receipt of notice thereof from Tenant, then, in addition to any other remedies at law or in equity, Tenant shall have the option of either terminating this Lease by giving written notice of termination to Landlord, or curing such default and, if such default involves the expenditure of money, deducting the cost thereof together with interest at the annual rate of ten percent (10%) per annum from the Rent due or accruing hereunder. If Tenant elects to terminate this Lease, Landlord shall pay Tenant an amount equal to the unamortized cost of Tenant's Work amortized on a straight line basis over a 20-year period. Upon any termination of this Lease under the provisions of this Section, all Rent shall be adjusted as of the date of such termination, and each party and Parent Corporation shall be released thereby without further obligation under this Lease and the Guaranty attached hereto to the other party coincident with the surrender of possession of the Premises to Landlord, except for obligations that expressly survive as specified in this Lease. If Tenant elects to cure, any such deductions by Tenant shall not constitute a default by Tenant unless Tenant fails to pay the amount of such deduction to Landlord within thirty (30) days after final adjudication by a court of competent jurisdiction that such amount is owed to Landlord.

Section 21.4 **Cumulative Remedies.** Subject to the limitations or remedies set forth above, no right or remedy herein conferred upon or reserved to either party is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law, in equity or by statute. Notwithstanding anything to the contrary contained herein, in no event shall either Landlord or Tenant be entitled to recover from the other party any consequential damages resulting from any default or other breach of this Lease by the other party or its employees, agents, servants or customers, whether foreseen or unforeseen, and each hereby waives and releases any claim for such consequential damages.

22. Non-Waiver Provisions.

No waiver of any condition or covenant of this Lease or failure to exercise a remedy by either of the parties hereto shall be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant or remedy.

23. Notices.

Any notice, demand, request, consent, approval or other communication ("Notice") required or permitted under this Lease shall be (a) in writing and (b) deemed to have been given upon sending when (i) personally delivered, (ii) sent by certified or registered mail, postage prepaid, return receipt requested, or (iii) sent by a recognized overnight mail service, (iv) sent by private courier service, and addressed, if intended for Landlord, to Landlord's Notice

Address, or if intended for Tenant, to Tenant's Notice Address; provided, however, that in the case of a notice of payment default, the notice will be deemed given upon receipt.

24. Broker's Commission.

Landlord shall be responsible for payment of any and all broker commissions or fees due Centennial Retail Services, Tenant's representative, pursuant to a separate brokerage agreement. Landlord represents and warrants that it has not used the services of a broker in connection with this Lease. Landlord and Tenant each hold harmless and indemnify each other from and against any and all costs (including reasonable attorney's fees), expense or liability for any compensation, commissions and charges claimed by any other broker or agent with respect to this Lease or the negotiation thereof.

25. Memorandum of Lease.

Landlord and Tenant hereby agree, upon the request of either party, to execute a short form of Memorandum of Lease, in form suitable for recording under the laws of the State in which the Shopping Center is located, in form substantially as set forth on Exhibit G attached hereto. Tenant, at its sole expense, shall have the right to file the Memorandum of Lease of record in the county in which the Shopping Center is located.

26. General.

Section 26.1 **Governing Law.** This Lease shall be governed according to the laws of the state in which the Shopping Center is located.

Section 26.2 **Effectiveness.** The furnishing of the form of this Lease shall not constitute an offer and this Lease shall become effective only upon execution and delivery by each party hereto.

Section 26.3 **Complete Understanding.** This Lease represents the complete understanding between the parties hereto as to the subject matter hereof, and supersedes all prior written or oral negotiations, representations, warranties, statements or agreements between the parties hereto as to the same. No inducements, representations, understandings or agreements have been made or relied upon in the making of this Lease, except those specifically set forth in this Lease. Neither party hereto has any right to rely on any other prior or contemporaneous representation made by anyone concerning this Lease which is not set forth herein.

Section 26.4 **Amendment.** This Lease may be amended only by an instrument executed and delivered by each party hereto.

Section 26.5 **Severability.** No determination by any court, governmental body or otherwise that any provision of this Lease is invalid or unenforceable in any instance shall affect the validity or enforceability of any other such provision, or such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

Section 26.6 **Force Majeure**. Landlord and Tenant shall incur no liability to each other with respect to, and shall not be responsible for any failure to perform any of their respective obligations hereunder if such failure is caused by any reason beyond the control of such party and shall also include, but not be limited to, reason of strike, other labor trouble, governmental rule, regulations, ordinance, statute or interpretation or by fire, earthquake, civil commotion, or failure or disruption of utility services. The amount of time for Landlord or Tenant to perform any of their respective obligations shall be extended by the amount of time such party is delayed in performing such obligation by reason of any such occurrences. If such an occurrence should occur prior to the Rent Commencement Date, the Rent Commencement Date shall also be extended by the amount of time that such party is delayed in performing its obligation.

Section 26.7 **Anti-Terrorism**. Landlord shall not assign this Lease to a party who, or whose officers, directors, or controlling shareholders, partners or members, is or are a "blocked person" identified on the list kept by the U.S. Treasury Department's Office of Foreign Assets ("OFAC"). Neither Landlord nor any person holding a direct or indirect ownership interest in Landlord is described in, covered by or specially designated pursuant to, or affiliated with any person described in, covered by or specially designated pursuant to, any Anti-Terrorism Law or any list issued by any department or agency of the United States of America in connection with any Anti-Terrorism Law. For purposes hereof, "Anti-Terrorism Law" shall mean Executive Order 13224, as amended; the International Emergency Economic Powers Act, 50 U.S.C. Sections 1701-06 et seq.; the Iraqi Sanctions Act, Pub.L. 101-513, 104 Stat. 2047-55; the United Nations Participation Act, 22 U.S.C. Section 287c; the Antiterrorism and Effective Death Penalty Act; the International Security and Development Cooperation Act, 22 U.S.C. Section 2349 aa-9; the Terrorism Sanctions Regulations, 31 C.F.R. Part 595; the Terrorism List Governments Sanctions Regulations, 31 C.F.R. Part 596; and the Foreign Terrorist Organizations Sanctions Regulations, 31 C.F.R. Part 597. The foregoing restrictions shall not be applicable to the shareholders of public companies.

Tenant shall not assign this Lease to a party who, or whose officers, directors, or controlling shareholders, partners or members, is or are a "blocked person" identified on the list kept by the U.S. Treasury Department's Office of Foreign Assets ("OFAC"). Neither Tenant nor any person holding a direct or indirect ownership interest in Tenant is described in, covered by or specially designated pursuant to, or affiliated with any person described in, covered by or specially designated pursuant to, any Anti-Terrorism Law or any list issued by any department or agency of the United States of America in connection with any Anti-Terrorism Law. For purposes hereof, "Anti-Terrorism Law" shall mean Executive Order 13224, as amended; the International Emergency Economic Powers Act, 50 U.S.C. Sections 1701-06 et seq.; the Iraqi Sanctions Act, Pub.L. 101-513, 104 Stat. 2047-55; the United Nations Participation Act, 22 U.S.C. Section 287c; the Antiterrorism and Effective Death Penalty Act; the International Security and Development Cooperation Act, 22 U.S.C. Section 2349 aa-9; the Terrorism Sanctions Regulations, 31 C.F.R. Part 595; the Terrorism List Governments Sanctions Regulations, 31 C.F.R. Part 596; and the Foreign Terrorist Organizations Sanctions Regulations, 31 C.F.R. Part 597. The foregoing restrictions shall not be applicable to the shareholders of public companies.

Section 26.8 **Survival of Obligations**. Any obligations of Landlord or Tenant accruing prior to the expiration or earlier termination of this Lease shall survive such expiration or earlier termination of this Lease, and Landlord or Tenant shall promptly perform all such obligations whether or not this Lease has expired or been terminated.

Section 26.9 **Captions**. All captions, headings, titles, numerical references and computer highlighting are for convenience only and shall have no effect on the interpretation of this Lease.

Section 26.10 **Number and Gender**. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include the appropriate number and gender, as the context may require.

Section 26.11 **Consent**. Wherever in this Lease a party's consent is required, such consent shall not be unreasonably withheld, delayed or conditioned.

Section 26.12 **Counterparts**. This Lease may be executed separately and in counterparts, which, when taken together, shall constitute one and the same instrument.

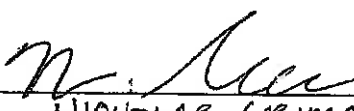
Section 26.13 **Guaranty**. As additional consideration for Landlord to enter into this Lease, Tenant shall cause Parent Corporation to execute the guaranty attached hereto as Exhibit H, and Tenant shall deliver the same to Landlord contemporaneously with Tenant's execution hereof. Subject to the terms of the Guaranty, the liability of Parent Corporation under the Guaranty shall be coterminous with the liability of Tenant under this Lease so that in any instance where the Lease provides for a release of liability to Tenant (other than a lease rejection resulting from Tenant's bankruptcy), Parent Corporation shall likewise be released of any further obligations under the Guaranty.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the date written below.

LANDLORD:

RONICKS, LLC,
a Tennessee limited liability company

Date of Signing: APRIL 28, 2015

By: 
Name: NICHOLAS GRIMALDI
Its: PRESIDENT

TENANT:

BLAZIN WINGS, INC.,
a Minnesota corporation

Date of Signing: April 24, 2015


By: 
Name: Emily C. Decker
Its: Vice President

EXHIBIT A

LEGAL DESCRIPTION OF SHOPPING CENTER

SITUATED IN THE FIRST CIVIL DISTRICT OF HAMBLLEN COUNTY, TENNESSEE, TO-WIT: BEING LOT 1R, OF GREENE CROSSING SUBDIVISION, AS SHOWN BY PLAT OF RECORD IN PLAT CABINET H, SLIDE 254, IN THE REGISTER'S OFFICE FOR HAMBLLEN COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS HERE MADE FOR A FURTHER AND COMPLETE DESCRIPTION, CONSISTING OF 8.4786 ACRES.

THERE IS SPECIFICALLY EXCEPTED AND NOT CONVEYED HEREIN 0.9375 ACRES SITUATE IN THE SOUTHWESTERNMOST CORNER OF THE ABOVE DESCRIBED PROPERTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT SET IN THE NORTHERN MARGIN OF THE RIGHT OF WAY OF SOUTHERN RAILWAY CORNER WITH BUNCH (RECORD BOOK 1107, PAGE 199); THENCE FROM SAID BEGINNING POINT AND WITH THE LINE OF BUNCH, NORTH 19 DEG. 11 MIN. 34 SEC. WEST, 280.48 FEET TO A POINT CORNER WITH LOT 2 OF GREENE CROSSING; THENCE WITH THE LINE OF SAID LOT 2, NORTH 70 DEG. 48 MIN. 18 SEC. EAST, 148.74 FEET TO A POINT; THENCE WITH THE SEVERANCE LINE, SOUTH 19 DEG. 11 MIN. 35 SEC. EAST, 268.62 FEET TO A POINT IN THE NORTHERN MARGIN OF THE RIGHT OF WAY OF SOUTHERN RAILWAY; THENCE WITH SOUTHERN RAILWAY'S RIGHT OF WAY, SOUTH 66 DEG. 16 MIN. 40 SEC. WEST, 149.22 FEET TO THE POINT OF BEGINNING, AND CONTAINING .9375 ACRES, ACCORDING TO SURVEY OF WILLIAM H. SHOCKLEY, RLS NO. 975, 2125 LAWSON ROAD, MORRISTOWN, TN 37814, DATED AUGUST 28, 2006.

FURTHER EXCEPTED AND RESERVED IS THE RIGHT TO USE IN CONJUNCTION WITH OTHERS THE JOINT 35-FOOT EASEMENT FOR INGRESS AND EGRESS DEPICTED ON THE PLAT OF RECORD AND EXTENDING FROM THE ABOVE DESCRIBED .9375 ACRE TRACT BY WAY OF THE ACCESS EASEMENT DEPICTED ON THE PLAT OF RECORD NORTHWARDLY TO U.S. HIGHWAY 11-E (WEST ANDREW JOHNSON HIGHWAY).

EXHIBIT B

SITE PLAN OF SHOPPING CENTER (Showing Shopping Center, Premises, Pylon Sign and No-Change Area)

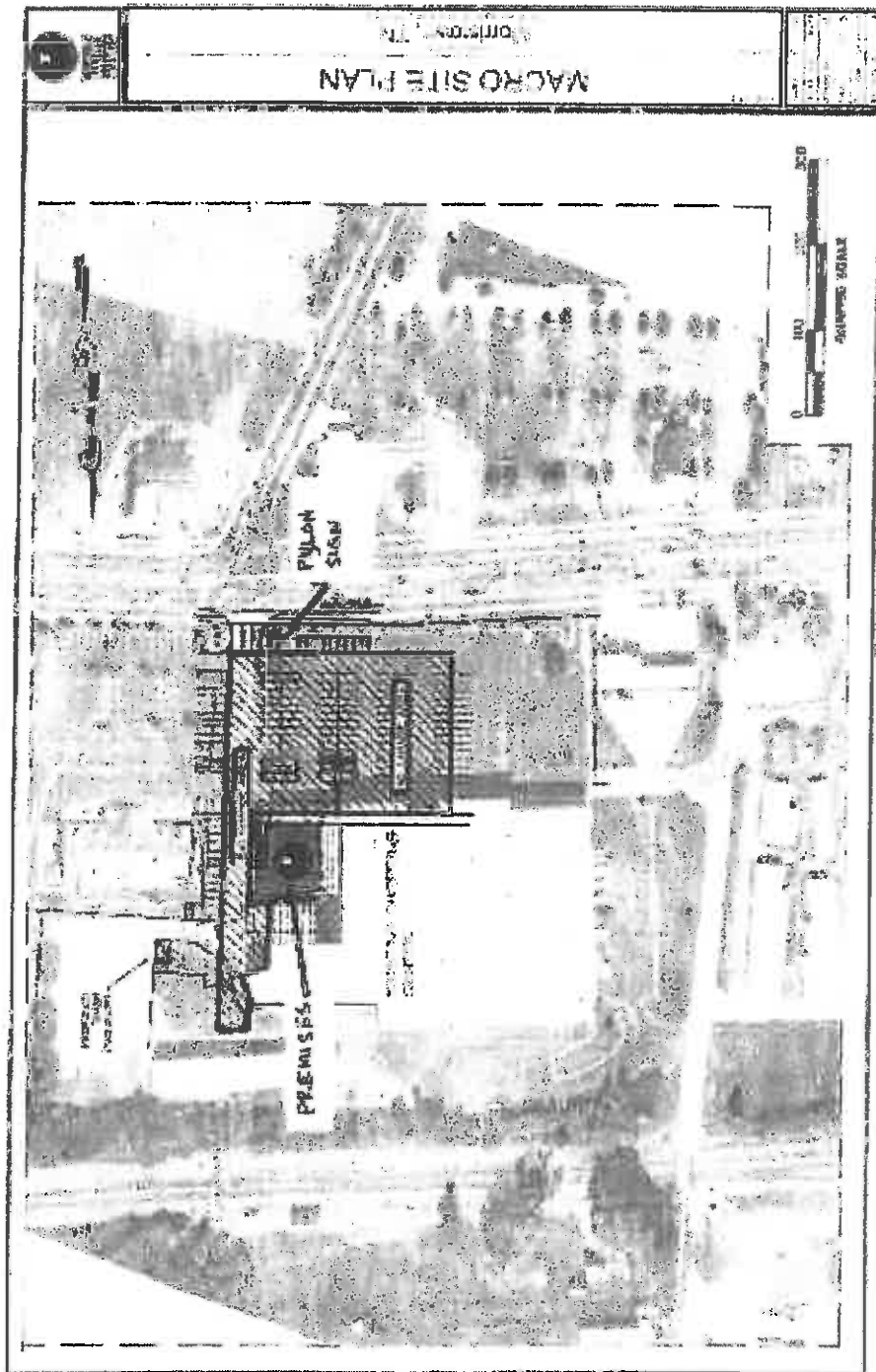


EXHIBIT B-1

SITE PLAN OF PREMISES

**(Showing Outdoor Seating Area, Dumpster Location,
Cooler Location, Short Term Parking Spaces)**

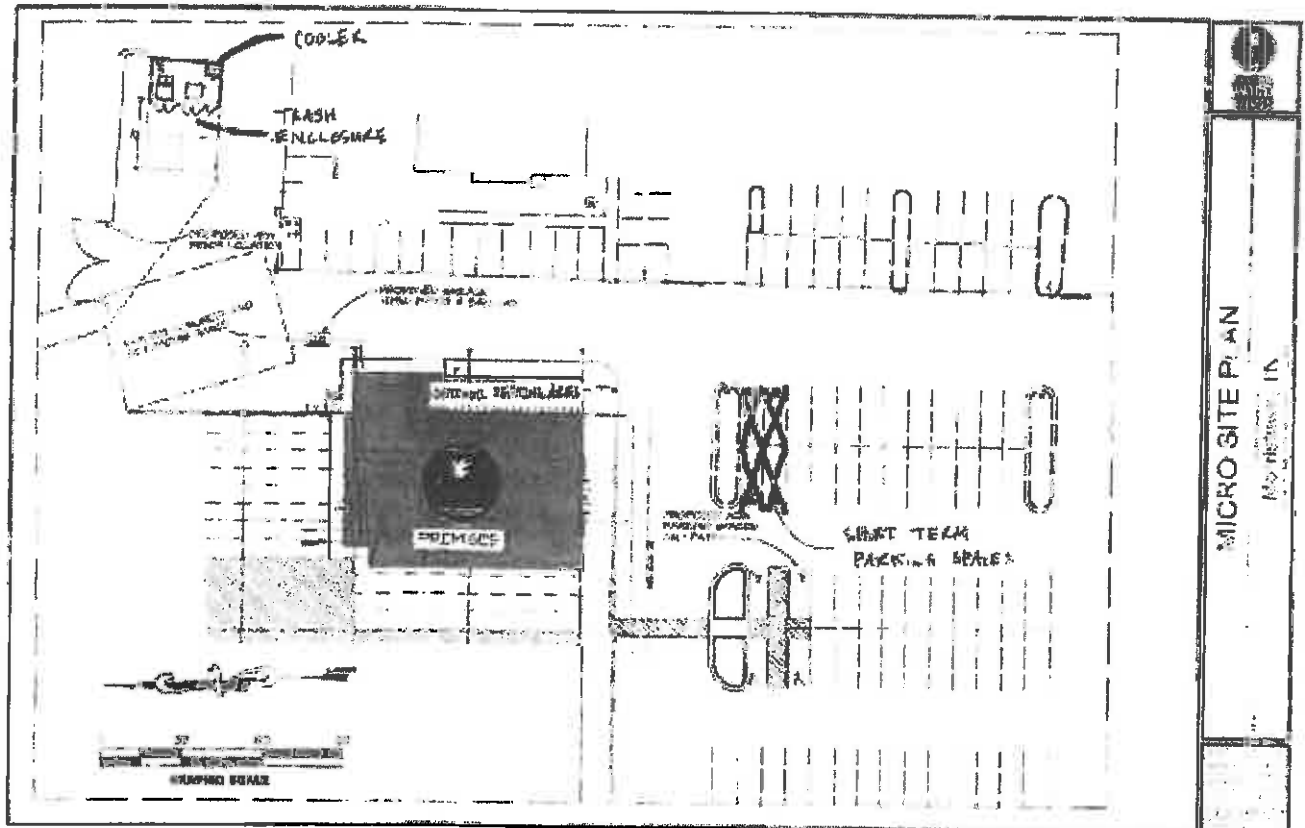


EXHIBIT C

PERMITTED ENCUMBRANCES

1. Subject to matters shown on recorded Plat Cabinet H, Slides 250 and 254, including restrictions; 5' easement for utilities and drainage on each side of all lot lines and 10' along interior of subdivision boundary; a joint 35' easement of ingress and egress; 25' access easement and 20' and a 10' sanitary sewer easement along rear boundary; building setbacks determined by The City of Morristown, Tennessee Zoning Regulations, located on the Land.
2. Easement(s) contained and recorded in Book 1234 at Page 289.
3. Declaration regarding Reciprocal Easements and Restrictions recorded in Record Book 823, Page 140.
4. Grant of easements in favor of Golden Corral Corporation of record in Record Book 823, Pages 144 and 147.
5. Grant of easement in favor of Jim G. Crum, et al, for ingress and egress of record in Record Book 825, Page 507.
6. Ten (10) foot easement on eastern boundary as recorded in Deed Book 311, Page 14.
7. Restrictions set out in Record Book 1011, Page 332.
8. Title to that portion of the Land lying within the bounds of the railroad right of way of Southern Railway.
9. Rights, if any, of third party utility providers in and to the general utility line(s) improvements.
10. Rights of others for ingress and egress purposes in and to the use of the 35 foot easement located on the Land.
11. Restrictions appearing of record in Book 765 at Page 107; and Book 1011 at Page 332.

EXHIBIT D

LANDLORD'S WORK

Landlord agrees to construct for Tenant the Premises as set forth herein ("**Landlord's Work**"). Landlord's Work shall be completed in accordance with all applicable governing codes, in a good and workmanlike manner, utilizing first quality new materials. Landlord's Work shall also include preparation by Landlord, at its sole cost and expense, plans and specifications, created by an architect approved by Tenant, structural, energy, mechanical, electrical, plumbing, accessibility, fire and life safety calculations (if required) and Title 24 calculations in states where required ("**Landlord's Plans**") for the site work, landscape plans and improvements comprising the Premises, all of which shall be approved by Tenant. All of Landlord's Work set forth herein shall be done at Landlord's sole cost and expense.

Landlord's Work shall be completed in accordance with Landlord's Plans approved by Tenant in writing. Landlord shall deliver to Tenant electronic copies of the construction documents which shall include a geotechnical soil report (with a minimum of one soil boring on the Premises), photometric survey of the parking areas, walkways, and driveways and shall provide a floor plan, structural plans, roof framing plan, exterior elevations, utility plan and other drawings as requested by Tenant or as necessary to properly describe Landlord's Work. Landlord's Plans shall also reflect that Landlord's Work will be completed as necessary to prepare the Premises for Tenant's Work, as indicated on Tenant's final plans, and as described below. Landlord's Plans and Landlord's Work shall be in accordance with the requirements of the Lease and this Exhibit D.

If Landlord's Work is not completed in accordance with this Exhibit D and if Landlord fails to correct or complete the same (or commence and diligently pursue completion) within ten (10) days after written notice from Tenant of such noncompliance, Tenant shall have the option to complete Landlord's Work and offset the costs incurred against Rent due to Landlord with interest at the rate of ten percent (10%).

I. LANDLORD'S WORK:

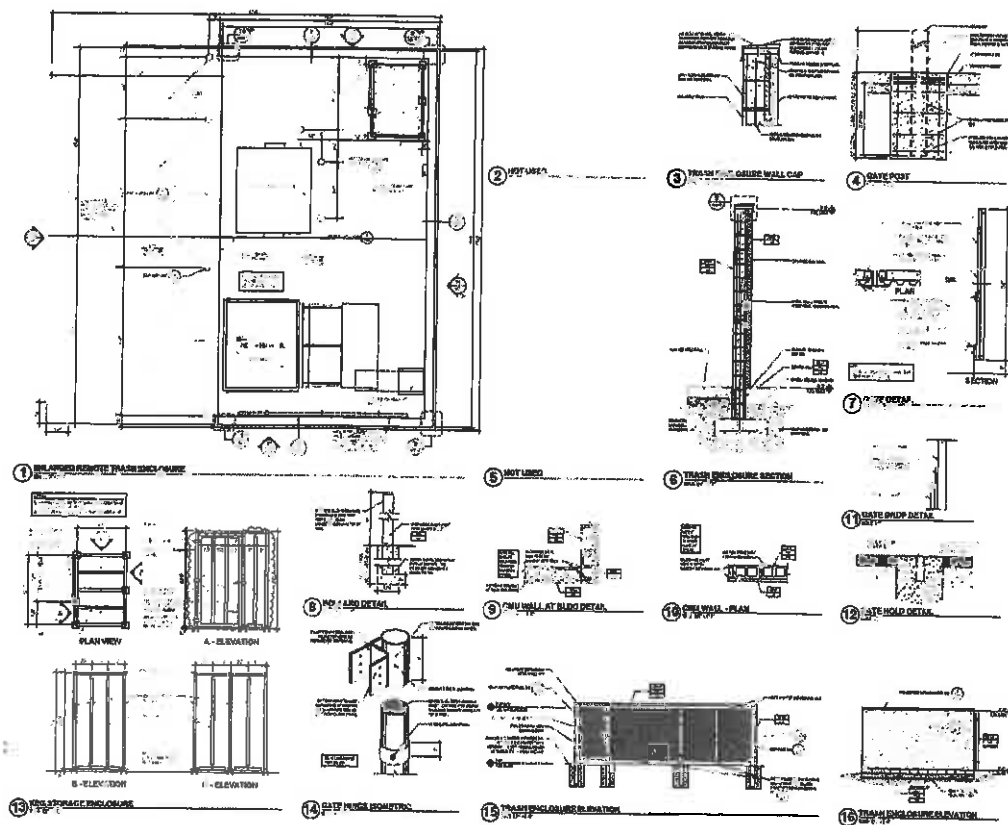
Landlord's Work shall include the following:

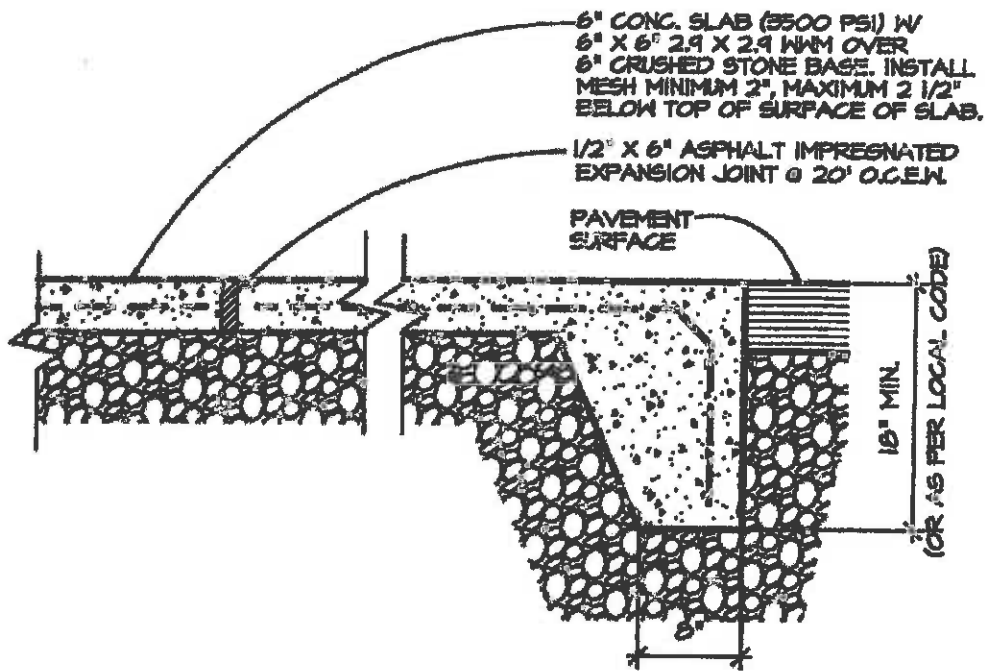
1) General Site Conditions:

- a) Landlord represents and warrants that, as of the Delivery Date, the Premises, Building and the Shopping Center are structurally sound and that all structural parts thereto, including, without limitation, the foundation, roof, exterior walls, plumbing and electrical systems are in good, sanitary order, condition and repair and meet and comply with all applicable federal, state, and local laws, ordinances and regulations, including, without limitation, the ADA.

- b) The Premises shall be free of all Hazardous Substances (including, but not limited to, asbestos, underground storage tanks, etc.). Hazardous Substances shall be properly handled as required by governing codes and regulations.
- 2) **Utilities;** Tenant has evaluated the existing utility services for the Premises and Tenant will not require Landlord to do any further utility work on the Premises. Landlord and Tenant acknowledge and agree that to the extent new utility lines are required for Tenant's use of the Premises, Landlord will, at Landlord's expense, provide any reasonably necessary easements, chases or corridors to the Premises in locations mutually agreed upon between Landlord and Tenant.
- 3) **Demolition;** Landlord is responsible for the demolition of all existing improvements within the space including but not limited to; (Please be specific about what will be left after you Demo everything)
 - a) FF&E and fixtures
 - b) Interior Systems
- 4) **Demising Walls;** Landlord shall provide all demising walls constructed per code and insulated (R-19), sheet rocked and taped on Tenant side up to the roof structure, seal joints airtight with foam sealant and taped.
- 5) **Impact Fees, Sewer and Water Connection fees;** Landlord shall pay for any and all impact fees, connection fees, tap fees, meter fees and Sewer and Water fees (SAC/WAC fees). Tenant to retain all credits or value points from previously paid impact, sewer and water fees.
- 6) **Trash Enclosure;** Landlord is responsible for providing a concrete pad and apron for the trash enclosure-per the attached specifications. The apron shall be reinforced concrete of 6" minimum thickness over a 6" crushed stone base with expansion joints at 20'-0" on center. The concrete apron is to be poured the width of the enclosure and 25'-0" deep in front of the enclosure gates. The trash enclosure shall be located in a position that allows convenient access for the local trash haulers. Landlord shall provide 1" conduit from BWV space to trash enclosure with 3#12 wire and ground for a 20 A, 2 phase circuit. See sketch attached as Schedule 2 for routing of line.

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LOADING RAMP DETAIL

SCALE: NONE

Schedule 2

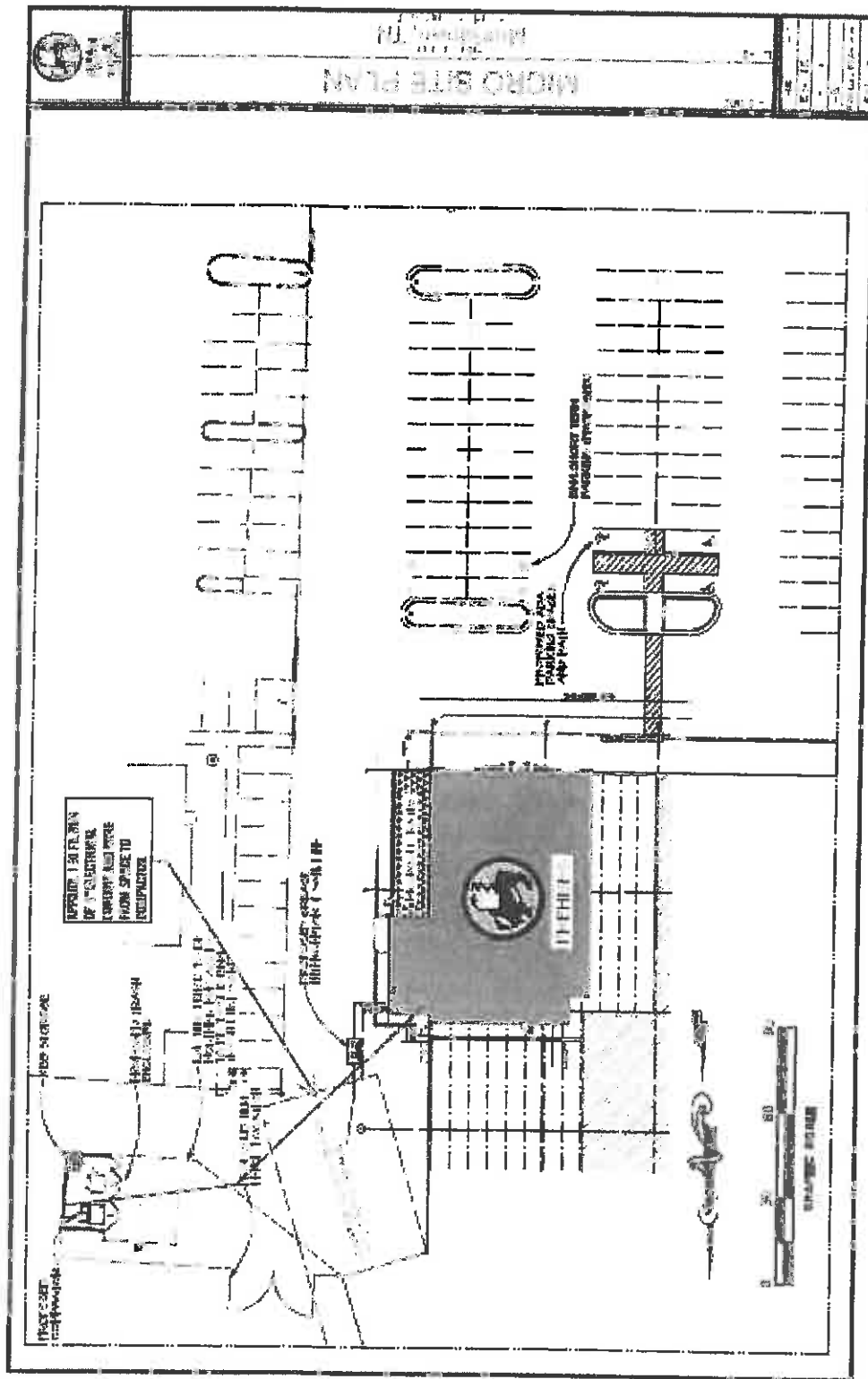
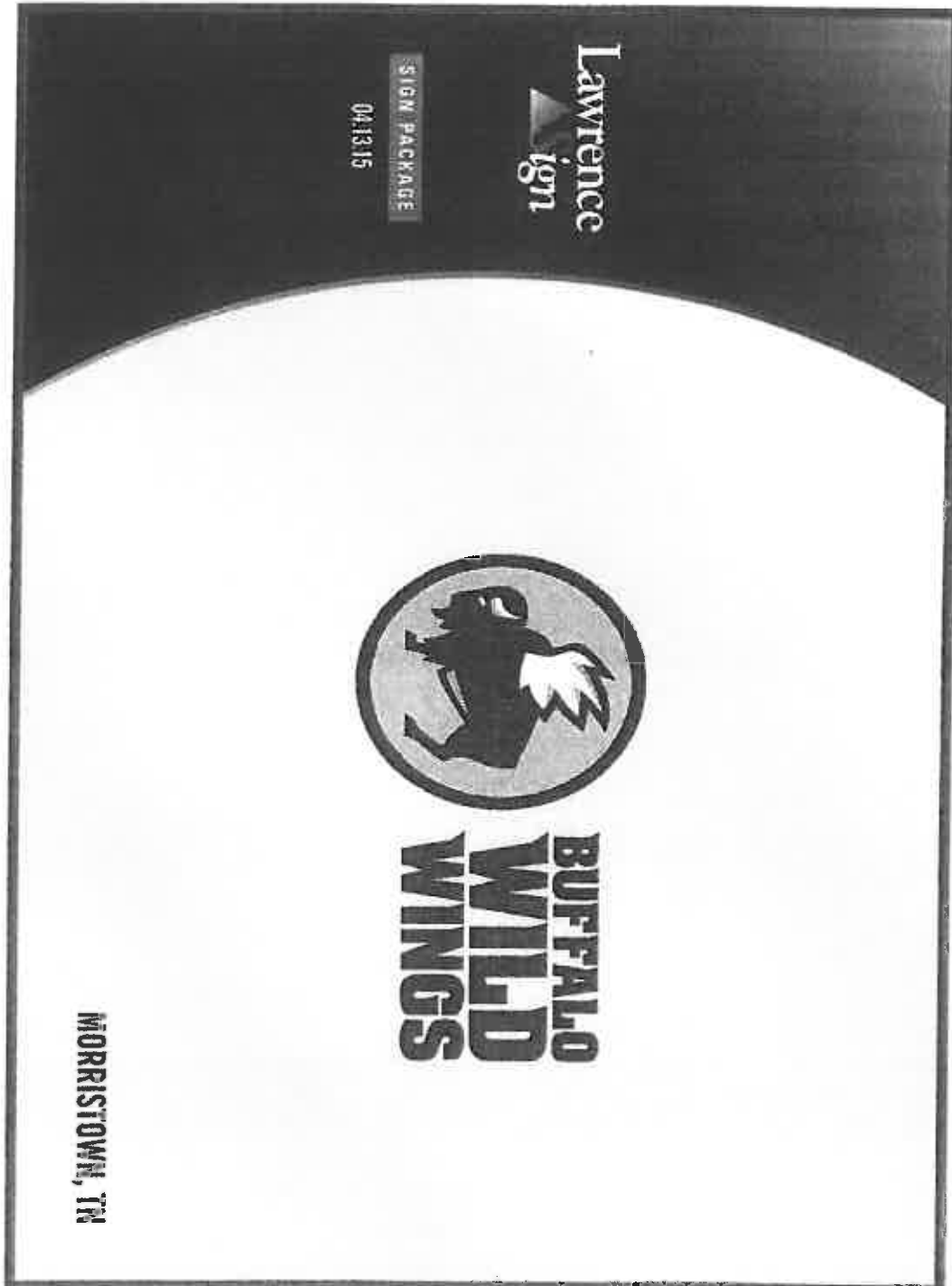
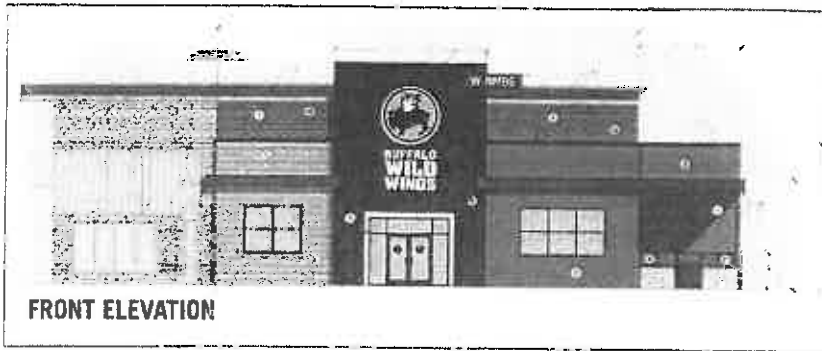


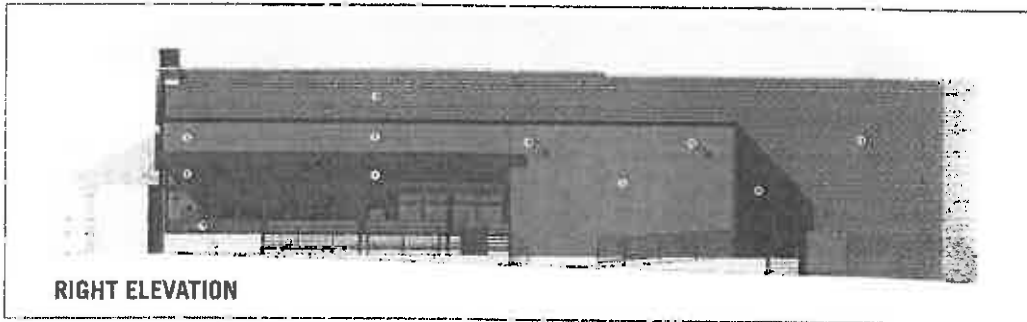
EXHIBIT E

SIGNAGE





FRONT ELEVATION



RIGHT ELEVATION

**Lawrence
Sign**

www.lawrence-sign.com

11111 Main Highway, St. Louis, MO 63111
EST. 1982 8711 • 800.998.1501

CLIENT



HARRISTOWN, TN

MEDIA TYPE

ELEVATIONS

CUSTOMER APPROVAL

DATE: _____

BY: _____

REV. 1: 03.26.15 RR

REV. 2: 04.13.15 RR

REV. 3: 04.13.15 RR

REV. 4: 04.13.15 RR

REV. 5: 04.13.15 RR

REV. 6: 04.13.15 RR

REV. 7: 04.13.15 RR

REV. 8: 04.13.15 RR

REV. 9: 04.13.15 RR

REV. 10: 04.13.15 RR

REV. 11: 04.13.15 RR

REV. 12: 04.13.15 RR

REV. 13: 04.13.15 RR

REV. 14: 04.13.15 RR

REV. 15: 04.13.15 RR

REV. 16: 04.13.15 RR

REV. 17: 04.13.15 RR

REV. 18: 04.13.15 RR

REV. 19: 04.13.15 RR

REV. 20: 04.13.15 RR

REV. 21: 04.13.15 RR

REV. 22: 04.13.15 RR

REV. 23: 04.13.15 RR

REV. 24: 04.13.15 RR

REV. 25: 04.13.15 RR

REV. 26: 04.13.15 RR

REV. 27: 04.13.15 RR

REV. 28: 04.13.15 RR

REV. 29: 04.13.15 RR

REV. 30: 04.13.15 RR

REV. 31: 04.13.15 RR

REV. 32: 04.13.15 RR

REV. 33: 04.13.15 RR

REV. 34: 04.13.15 RR

REV. 35: 04.13.15 RR

REV. 36: 04.13.15 RR

REV. 37: 04.13.15 RR

REV. 38: 04.13.15 RR

REV. 39: 04.13.15 RR

REV. 40: 04.13.15 RR

REV. 41: 04.13.15 RR

REV. 42: 04.13.15 RR

REV. 43: 04.13.15 RR

REV. 44: 04.13.15 RR

E-3

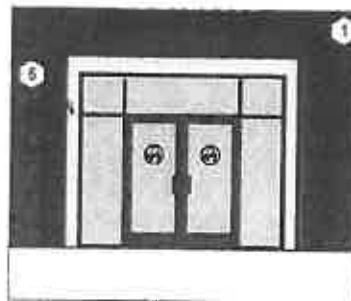
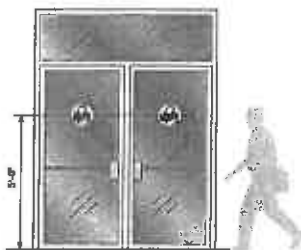


QTY: 6

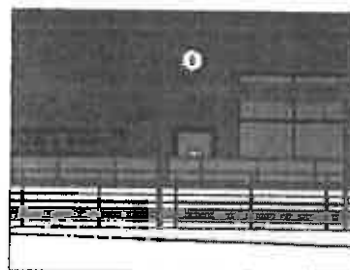
V-ME12

VINYL DOOR GRAPHICS | first surface

FIRST SURFACE APPLIED DIGITAL PRINT @ 360 DPI
 NOTE: TWO (2) DIGITAL PRINT LOGOS REQUIRED FOR EACH DOOR.
 DIGITAL PRINTS TO BE SINGLE SIDED APPLIED BACK TO BACK ON EACH DOOR.



FRONT ELEVATION



PATIO ELEVATION

**Lawrence
Sign**

www.lawrence-sign.com

101 Penn. Auto. Dr., N. Pitt., Pa. 15116
 412-462-8111 • 800-680-8111

CLIENT



ROCKHURST, TN

SIGN TYPE

DOOR VINYL DECALS

CUSTOMER APPROVAL

DATE _____

UNIC _____

REV 1: 03.26.15 RR
 (TODAY'S PANEL)
 REV 2: 04.13.15 RR
 (FRASH ENCLOSURE)

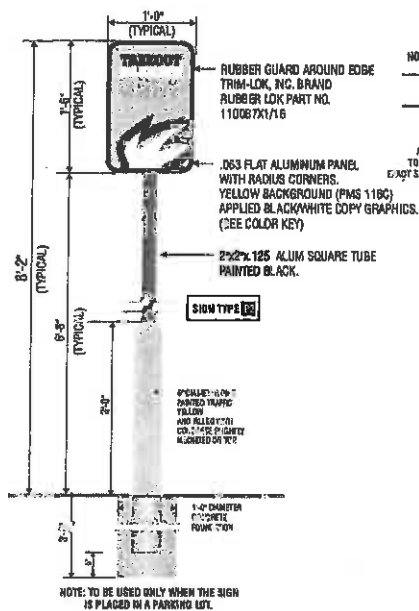
FILED: NA PR
 CEST: AR
 DATE: 03.24.15
 DWG: BWW MORRISTOWN, TN

THESE SIGNS ARE THE PROPERTY OF LAWRENCE SIGN. THEY ARE TO BE USED ONLY FOR THE PROJECT AND LOCATION SPECIFIED. ANY OTHER USE, REUSE, OR REPRODUCTION OF THESE SIGNS WITHOUT THE WRITTEN PERMISSION OF LAWRENCE SIGN IS STRICTLY PROHIBITED. ANY VIOLATION OF THIS AGREEMENT WILL BE CONSIDERED A BREACH OF CONTRACT AND WILL BE SUBJECT TO LEGAL ACTION.



GC-0.5

B-5

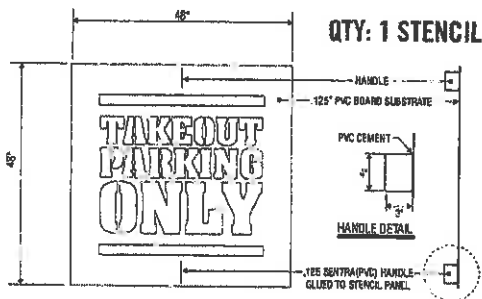
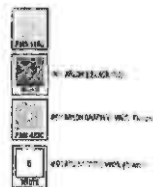


QTY: 2 BOLLARDS (INCLUDE PRICE)
QTY: 4 PANELS
QTY: 2 POLES

NOTE: BACKS TO BE PAINTED BLACK

DOWN VIEW

NOTE: PANELS TO BE THIN-ACCUTED. PANELS MUST BE SUPPLIED RESPONSIBLE. TO INCLUDE (2) BOLLARD-HANDLES-ALUT SETS. EXACT SIZE AS DETERMINED BY ASSIGNED DETAILER.



QTY: 1 STENCIL

PARKING LOT STENCIL FABRICATED OUT OF .125 PVC BOARD (SQUARE OR ROUND). GRAPHICS ROUTED-OUT OF PVC BOARD. HANDLES GLUED ONTO STENCIL BOARD FOR STENCIL REMOVAL.

NOTE: STENCIL IS PROVIDED BY THE SIGN VENDOR BUT THE PARKING LOT PAINTING WILL BE BY THE GC. GC SHOULD REFER TO THE PROJECT MANUAL FOR COLOR SPECIFICATIONS.

Lawrence Sign

2015 New York State, N.Y. and all other
 851.488.8711 • 800.992.2731

CLIENT:



WILSON
 MORRISTOWN, TN

SIGN TYPE:

TAKEDOUT PANELS

CUSTOMER APPROVAL

DATE: _____

DATE: 03.26.15 (BY TENDER PANEL)

DATE: 04.12.15 (BY TENDER ENVELOPE)

DATE: 04.12.15 (BY TENDER ENVELOPE)

DATE: 04.12.15 (BY TENDER ENVELOPE)

DATE: 04.12.15 (BY TENDER ENVELOPE)

DATE: 04.12.15 (BY TENDER ENVELOPE)

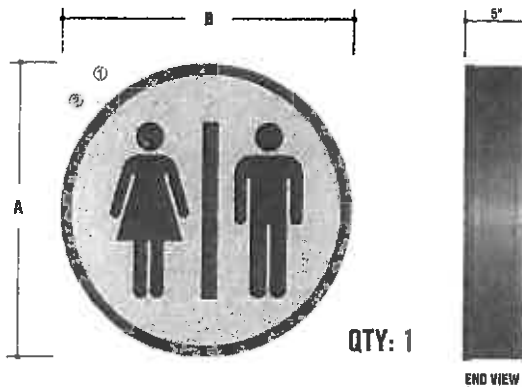
DATE: 04.12.15 (BY TENDER ENVELOPE)

DATE: 04.12.15 (BY TENDER ENVELOPE)

DATE: 04.12.15 (BY TENDER ENVELOPE)

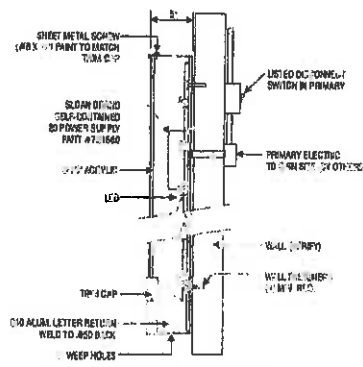
DATE: 04.12.15 (BY TENDER ENVELOPE)

DATE: 04.12.15 (BY TENDER ENVELOPE)



SINGLE FACED INTERNALLY ILLUMINATED ACRYLIC FACED DISPLAY
 CABINET: ALUMINUM LETTER CONSTRUCTION W/ PRE-FINISHED BLACK RETURNS.
 FACES: #7328 WHITE ACRYLIC W/ FIRST SURFACE APPLIED VINYL GRAPHICS.
 FACES ATTACHED W/ 1" BLACK TRIM CAP.
 COLORS AS PER PALETTE.
 ILLUMINATION: SLIDAN VL PLUS WHITE LED

TYPE	A	B	QTY
FRR18	18"	18"	2.3



**UL APPROVED INSTALLATION DETAIL
 CHANNEL LETTER WITH LED & POWER SUPPLY**

#505 ARLON BRIGHT YELLOW VINYL (Non-lucan)
#22 ARLON BLACK VINYL
#51 ARLON SILVER GRAY VINYL (Translucent)
#7328 WHITE ACRYLIC (Lumibeam)

Lawrence Sign
 1000 10th Avenue
 631.486.1711 • 800.398.8301

CLIENT



SIGN TYPE

RESTROOM SIGN

CUSTOMER APPROVAL

DATE: 03.24.15
 BY: (Signature)
 DATE: 04.12.15
 BY: (Signature)

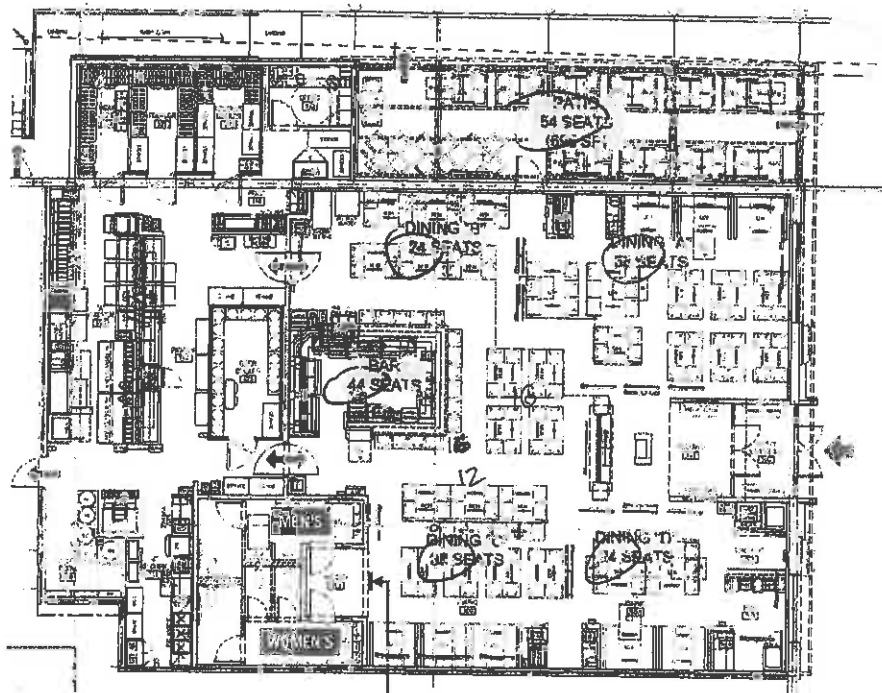
DATE: 03.24.15
 BY: (Signature)
 DATE: 03.24.15
 BY: (Signature)

DATE: 03.24.15
 BY: (Signature)
 DATE: 03.24.15
 BY: (Signature)



PAGE: 07

B-7



18" SF RR SIGN

**Lawrence
Sign**
www.lawrence-sign.com

545 Howard Avenue, Suite 100, Nashville, TN 37203
615.498.8711 • 615.197.1801

CLIENT:



NASHVILLE, TN

TYPE TYPE:

FLOOR LAYOUT

CUSTOMER APPROVAL:

DATE:

DATE:

REV 1: 05.01.15 BR
CREAM PANELS
REV 2: 04.12.15 BR
(STAIN ENCLAVES)

REV 3: 04.12.15
REV 4: 04.12.15
DATE: 03.24.15
VENDOR: WWW.LAWRENCE-SIGN.COM

NOTES:
1. ALL SIGNAGE TO BE INSTALLED BY 04.12.15
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PAGE: 0.0

B-8

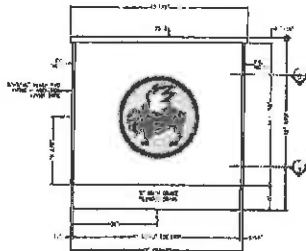
54
24
16
16 → 44 Bar seats
38
24
58
242

9-9-15
BJ



HSL-20 HOSTESS STAND (Interior Logo)

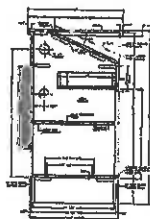
FACE TREATMENT
NOTE: WHITE TRANSLUCENT BORDER (ON FACE OF LOGO)
WILL BLEED OUT UNDERNEATH TRIM-CAP



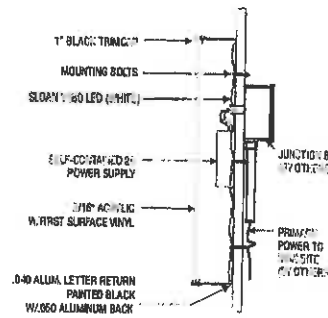
HOSTESS STAND (Front Elevation)



END VIEW



HOSTESS STAND (Side View)



- ① 625 ARLOH BRIGHT YELLOW VINYL (Translucent)
- ② 22 ARLOH BLACK VINYL BLACK PRINTED RETURN BLACK TRIMCAP
- ③ 51 ARLOH SILVER GRAY VINYL (Translucent)
- ④ WHITE T328 ACRYLIC



Lawrence Sign

940 Pine Knob Drive, N. 10th St. N. 10th St.
851-418711 • 800-588-8801

CLIENT



HOUSTON, TX

SIGN TYPE

HOSTESS SIGN

CUSTOMER APPROVAL

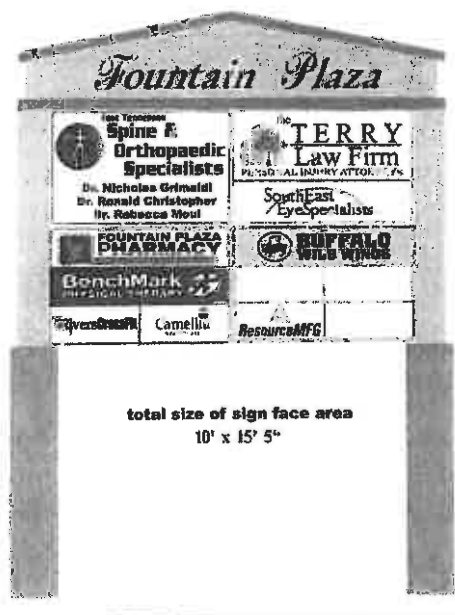
DATE: 03/24/15
BY: [Signature]
(FRESH ENCLOSURE)

NA
RR
DATE: 03/24/15
DR: [Signature]

Lawrence Sign
940 Pine Knob Drive, N. 10th St. N. 10th St.
851-418711 • 800-588-8801
www.lawrence-sign.com

ELECTRIC SIGN

NO. 88



total size of sign face area
10' x 15' 5"



QTY: 2

TENANT PANELS FOR MONUMENT
VERIFY PANEL MATERIAL AND SIZE



- #105 ARLOH | BRIGHT YELLOW VINYL (Translucent)
- #102 ARLOH | BLACK VINYL
- #101 ARLOH | SILVER GRAY VINYL (Translucent)
- #7020 | WHITE ACRYLIC (Translucent)

Lawrence
Sign

www.lawrence-sign.com

1111 Main Street, Suite 101, Nashville, TN 37203
(615) 259-1111

CLIENT:



NORRISTOWN, TN

SIGN TYPE:

TENANT PANELS

CUSTOMER APPROVAL

NAME: _____

DATE: _____

1. 03.24.15 AR
(TENANT PANEL)
2. 04.13.15 AR
(TOWER ENCLOSURE)

DATE: NA
BY: AR
DATE: 03.24.15
CITY: NORRISTOWN, TN

1. 03.24.15 AR
(TENANT PANEL)
2. 04.13.15 AR
(TOWER ENCLOSURE)

ELECTRIC
SIGN

FIG: 0.11

E-10



QTY: 1

Method 1

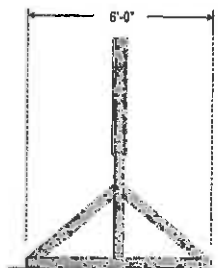
DIRECT BURIAL
WOOD PANEL WITH APPLIED VINYL GRAPHICS.
DIRECT POST BURIAL PLACEMENT.
COLORS AS PER PALETTE.
SUPPORTS ARE 4" X 4" WOOD POSTS.



Method 1
(DIRECT BURIAL)

Method 2

SKID BASE
WOOD PANEL WITH APPLIED VINYL GRAPHICS.
WOOD CONSTRUCTED SKID SIGN BASE FOR PLACEMENT
(USE SKID BASES OR STAKES WHEN INSTALLING).
COLORS AS PER PALETTE.
SUPPORTS ARE WOOD POSTS AND BRACING.



Method 2
(SKID BASE)

MOUNTING METHOD TBD

Lawrence
Sign

www.lawrence-sign.com

1500 E. Main Street, Suite 100, Hoboken, NJ 07030
801-462-8711 • 408.998.8901

CLIENT



HOBOKEN, NJ

SIGN TYPE

OPENING SOON

CUSTOMER APPROVAL

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EXHIBIT F

USE RESTRICTIONS AND OTHER EXCLUSIVES

Use restrictions: except as otherwise permitted by Landlord in writing, in Landlord's sole discretion, no portion of the Premises shall be used for a funeral parlor; flea market; discotheque; skating rink; the sale or distribution of alcoholic beverages (except as incidental to the business being operated on the Premises); bar (a bar being defined for purposes of this Lease as an establishment offering the sale of alcoholic beverages for consumption on the premises where such sales are not incidental to the sale of food for on-premises consumption in a restaurant); game room or amusement arcade (provided use of gaming devices incidental to bar or restaurant shall be permitted); movie theater; automobile dealership or repair shop; automotive repair shop which replaces automotive engines or transmissions; billiard parlor; bowling alley; industrial manufacturing; truck stop; adult bookstore or establishment selling, exhibiting or distributing pornographic or obscene materials; massage parlor; so-called "head shop"; body and fender shop; off-track betting parlor; health spa; or any promotion, entertainment, or amusement activities such as traveling carnivals, fairs, auctions, shows, kiosks, booths for the sale of fireworks, sales by transient merchants utilizing vehicles or booths, or other promotions of any nature. The sale of alcoholic beverages shall be deemed incidental if the gross sales derived from such alcoholic beverages are less than forty percent (40%) of the total gross sales derived from the business operated on the Premises.

Existing exclusives: Landlord has verbally granted other tenants in the Shopping Center exclusive uses for a pharmacy and for a physical therapy clinic.

EXHIBIT G

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, dated as of _____, 2015, by and between RoNicks, LLC, a Tennessee limited liability company (hereinafter called "**Landlord**"), and Blazin Wings, Inc., a Minnesota corporation (hereinafter called "**Tenant**"):

WITNESSETH:

A. Landlord and Tenant have entered into that certain Lease dated _____, 2015 ("**Lease**") relating to certain leased premises ("**Premises**") forming a part of a shopping center known as Fountain Plaza ("**Shopping Center**"), situated on certain real property in the City of Morristown, Hamblen County, Tennessee, legally described on Exhibit A attached hereto.

B. Landlord and Tenant now wish to memorialize of record that existence of the Lease and certain specific terms of the same.

NOW THEREFORE, in consideration of the Lease and other good and valuable consideration, landlord and Tenant agree as follows:

1. Landlord and Tenant have entered in to the Lease to demise and let the Premises upon the terms and conditions more particularly set forth in the Lease.
2. The Lease term shall be for an initial term of one hundred twenty (120) consecutive calendar months commencing on the Rent Commencement Date, as such term is defined in the Lease.
3. Subject to the terms and conditions more particularly set forth in the Lease, Tenant has the option to extend the term of the Lease for four (4) consecutive periods of sixty (60) calendar months each, with the first Renewal Term commencing upon expiration of the Initial Term, and subsequent Renewal Terms commencing upon expiration of the preceding Renewal Term.
4. The Lease contains the following exclusivity provision:

The following definitions are used in the next paragraph:

Beer Exclusive: A restaurant and/or bar that has fifteen (15) or more beer taps.

Competing Use: A use that competes with or otherwise violates the Exclusive Use.

Exclusive Use: Collectively, the Sports Bar Exclusive, the Wings Exclusive or the Beer Exclusive.

Sports Bar Exclusive: A restaurant and/or bar which(a) markets itself for viewing sporting events or (b) has three (3) or more televisions.

Wings Exclusive: A restaurant and/or bar which serves bone-in or boneless chicken wings as a menu item with two (2) or more types of sauces, provided the foregoing shall not prohibit the sale of bone-in or boneless wings by other tenants of the Shopping Center if such sales constitute no more than five percent (5%) of such tenant's food sales.

Landlord will prohibit any other space in the Shopping Center to be used by a person or entity whose business is a Competing Use. Landlord shall include a provision in all future leases in the Shopping Center prohibiting the use of such leased space for a Competing Use. Competing businesses prohibited by the foregoing exclusive shall include, without limitation, Champps, Hooters, Wing Stop, Buffalo Wings & Rings, Wild Wing Cafe, Mellow Mushroom, Miller's Ale House, Carolina Ale House, Cheddar's Casual Café, The Green Turtle, Brick House Tavern & Tap, Tilted Kilt Pub & Eatery, The Ram, CB & Potts, Dave & Busters Twin Peaks, Show-Me's, East Coast Wings & Grill, Gators Sports Bar & Grill, BJ's Restaurant and Brewhouse, Quaker Steak and Lube, Beef O' Brady's, Logan's Roadhouse, Hurricane Grill & Wings, Taco Mac, Kerr's Wing House, Duffy's Sports Grill, Ale House, Hubee D's Tenders & Wings and Bru's Room Sports Grill.

5. The parties have agreed to a No Change Area as depicted on Exhibit B. Landlord agrees to abide by the terms of the Lease relating to the No Change Area, including without limitation the covenant not to construct any structure(s) or to reduce the number of available parking stalls within the No Change Area.

6. Landlord hereby grants to Tenant a non-exclusive easement over and across the parking areas and drive lanes of the Shopping Center and over any access easements benefitting the Shopping Center for ingress and egress of vehicular and pedestrian traffic from all public roads adjacent to the Shopping Center to the Premises.

7. Except as otherwise indicated herein, capitalized terms used in this Memorandum are defined as set forth in the Lease.

8. The purpose of this instrument is to give notice of said Lease and all of its terms, covenants, and conditions to the same extent as if said Lease were set forth herein.

9. This Memorandum of Lease is not intended to cover all the terms and conditions of the Lease and is not to be construed as restricting, enlarging, modifying or amending the Lease. Both Landlord and Tenant possess executed counterparts of the Lease to which reference is made for the exact terms, provisions and conditions

10. The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns. In the event of any conflict between the terms and conditions of this instrument and the term and conditions of the Lease, it is agreed that the terms and conditions of the Lease shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

RONICKS, LLC
a Tennessee limited liability company

By: [Signature]

Name: NICHOLAS GRIMALDI

Title: PRESIDENT

TENANT:

BLAZIN WINGS, INC.,
a Minnesota corporation

By: _____

Name: _____

Its: _____

STATE OF Tennessee)
COUNTY OF Greene)SS:

The foregoing instrument was acknowledged before me this 28th day of April, 2015, by Nicholas Grimaldi DO, the President of Ronnicks, LLC, a Limited Liability Company, on behalf of the Cooperation

[Signature]
Notary Public

[Notary Seal]

STATE OF _____)
)SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by _____, the _____ of Blazin Wings, Inc., a Minnesota corporation, on behalf of the corporation.

Notary Public

This instrument was prepared by:

Fredrikson & Byron, P.A. (MSR)
200 South Sixth Street, Suite 4000
Minneapolis, MN 55402

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
DEPICTING NO CHANGE AREA

EXHIBIT H

GUARANTY

As a material inducement to Landlord to enter into the attached Lease (the "Lease"), between Blazin Wings, Inc., a Minnesota corporation, as Tenant, and RoNicks, LLC, a Tennessee limited liability company, as Landlord, Buffalo Wild Wings, Inc., a Minnesota corporation ("Guarantor") hereby unconditionally and irrevocably guarantees the complete and timely payment of all Rents and other sums payable by Tenant under the Lease and performance of each obligation of Tenant under the Lease. This Guaranty is an absolute, primary, and continuing, guaranty of payment and performance and is independent of Tenant's obligations under the Lease. Guarantor waives any right to require Landlord to (a) join Tenant with Guarantor in any suit arising under this Guaranty, (b) proceed against or exhaust any security given to secure Tenant's obligations under the Lease, or (c) pursue or exhaust any other remedy in Landlord's power. Until all of Tenant's obligations to Landlord have been discharged in full, Guarantor shall have no right of subrogation against Tenant. Landlord may, without notice or demand and without affecting Guarantor's liability hereunder, from time to time, compromise, extend or otherwise modify any or all of the terms of the Lease, or fail to perfect, or fail to continue the perfection of, any security interests granted under the Lease. Guarantor hereby waives all presentments, demands for performance, notices of nonperformance, protests, notices of protest, dishonor and notices of acceptance of this Guaranty, and waives all notices of existence, creation or incurring of new or additional obligations from Tenant to Landlord. Guarantor further waives all defenses afforded guarantors or based on suretyship or impairment of collateral under applicable Law, other than payment and performance in full of Tenant's obligations under the Lease. The liability of Guarantor under this Guaranty will not be affected by (1) the release or discharge of Tenant from, or impairment, limitation or modification of, Tenant's obligations under the Lease in any bankruptcy, receivership, or other debtor relief proceeding, whether state or federal and whether voluntary or involuntary; or (2) the rejection or disaffirmance of the Lease in any such proceeding. The liability of Guarantor under this Guaranty shall be coterminous with the liability of Tenant under the Lease so that in any instance where the Lease provides for a release of liability to Tenant (other than a lease rejection resulting from Tenant's bankruptcy), Guarantor shall likewise be released of any further obligations under this Guaranty. This Guaranty shall be binding upon the heirs, legal representatives, successors and assigns of Guarantor and shall inure to the benefit of Landlord's successors and assigns.

Notwithstanding anything in this Guaranty or the Lease to the contrary, and provided no Event of Default has occurred and is continuing, this Guaranty shall terminate on the last day of the sixtieth (60th) full calendar month of the Term. Upon such termination, Guarantor shall be released from all further obligations hereunder.

BUFFALO WILD WINGS, INC.

By: 

Name: Emily L. Decker

Title: Senior Vice President

General Counsel & Secretary

52341188_6.doc

FIRST AMENDMENT TO LEASE

This First Amendment to Lease ("**Amendment**") is made effective as of the date the last of the parties executes this Amendment (the "**Effective Date**") by and between RoNicks, LLC, a Tennessee limited liability company ("**Landlord**"), and Blazin Wings, Inc., a Minnesota corporation ("**Tenant**").

RECITALS

A. Landlord and Tenant are parties to that Lease dated April 28, 2015 (the "**Lease**"), pursuant to which Landlord leased to Tenant certain premises in the shopping center known as Fountain Plaza located in the City of Morristown, Hamblen County, Tennessee, and more particularly described in the Lease (the "**Leased Premises**").

B. Landlord and Tenant desire to amend the Lease as set forth herein.

C. Capitalized terms not otherwise defined herein shall be defined as set forth in the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Section 1.27 of the Lease is hereby deleted in its entirety and replaced with the following:

"Section 1.27. **Premises.** Approximately 5,016 square feet of space in a multi-tenant building, the approximate dimensions and location of which is shown on the Site Plan attached hereto as Exhibit B, together with the Patio. The Premises has a street address of 2843 West Andrew Johnson Highway, Morristown, TN 37814."

2. Except as expressly amended hereby, all other terms and condition of the Lease remain in full force and effect.

3. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Amendment by signing any such counterpart. Any signature on a copy of this Amendment or any document necessary or convenient thereto sent electronically or via facsimile shall be binding upon transmission and the electronic or facsimile copy may be utilized for the purposes of this Amendment.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, Landlord and Tenant have caused this First Amendment to Lease to be signed and effective as of the date the last of the parties executes this Amendment.

LANDLORD:

RoNicks, LLC,
a Tennessee limited liability company

Date of Signing: June 13, 2015

By: [Signature]
Name: NICHOLAS GRUMAUDI
Its: PRESIDENT

TENANT:

Blazin Wings, Inc.,
a Minnesota corporation

Date of Signing: July 24, 2015

By: [Signature]
Name: Emily C. Decker
Its: Vice President

56352425_1.DOCX

**Fishers Police Department**

4 Municipal Drive

Fishers, IN 46038

(317) 595-3300

Admin Fax: (317) 595-3343

Records Fax: (317) 595-3344



Fax Cover Sheet

Date: 9/10/15Time: 10:38Total # of Pages INCLUDING coversheet: 2To: Lt. Billy Gullett Agency Name: Morristown Police Dept.Recipient Fax#: (423) 587-9518From: Stephanie BradshawMemo: Taylor

Note: If this fax is not received in good condition, call (317)595-3300.

WARNING: The information contained in this transmittal may be of a PRIVILEGED, CONFIDENTIAL, and SECURE NATURE intended for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any dissemination or distribution is strictly PROHIBITED.



September 10th, 2015

TO WHOM IT MAY CONCERN:

The Fishers Police Department has completed a criminal history check through our local records system on the following person. (Note: this check only covers the jurisdiction of Fishers, Indiana)

Name: Timothy James Taylor
Date of Birth: August 10th, 1983
Social Security #: XXX-XX-8110

☒ No Records Found

☐ The Following Record(s) was/were Found:

Please contact the Fishers Police Department Records Division at (317)595-3300 between the hours of 8:30am and 4:30pm Monday through Friday if you have any questions pertaining to the results of this record check.

Sincerely,

Stephanie Bradshaw
Records Clerk

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

RECPT#: 459642
04/27/15 11:46 tdenross
CUSTOMER#:0
NAME:
BEER PERMIT APP
CHG: 808
BEER BOND 250.00
PAID AMT
25 PAID BY NAME
EL PATRON PAY METHOD
CASH
AMT TENDERED: 250.00
AMT APPLIED: 250.00
CHANGE:

EL PATRON

City of Morristown Beer Board



Beer Permit Application Checklist

Application Date: 4-30-15

Applicant's Name: Cynthia A. Lincoln

DBA: El Patron

Contact Name Cynthia A. Lincoln Contact # (423) 200-0924

MAIDEN & Same
Provided By Applicant

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

Provided By the City of Morristown

N/A Site Plan Certification (by City Engineer)

Current taxes verified

- ☒ City Taxes
- ☒ County Taxes

Public Notices

- ☒ Notice of Beer Board Meeting
- ☒ Signs Posted at Location of Business – Date Posted: 8/27/15
- ☒ Newspaper Notice of Application – Date Ran in Paper: 9-3-15
- ☒ Background Investigation
- ☐ Date of Beer Board Approval: _____
- ☐ Copy of Permit (Number _____) Issued
- ☐ Prorated Privilege Tax Paid

Signature of person verifying completion of checklist

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

[Return to Agenda](#)

AUTHORIZATION FOR CRIMINAL HISTORY INQUIRY

04-22-2015

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

1737 Meadowview Ln
Morristown, TN 37814

1618 Main St Apt B
White Pine TN 37890

4205 W Wilson Rd Ft 189
Harlingen TX 78552

(Harlingen)

Cynthia Lincoln
Name - Printed

[REDACTED] - 1981
Date of Birth

[REDACTED]
Social Security Number

1737 Meadowview Ln
Street Address

Morristown TN 37814
City, State and Zip Code

Cynthia Lincoln
Signature

Javier Martinez
Name of Witness - Printed

432 N Cumberland St.
Street Address

Morristown, TN 37814
City, State and Zip Code

Javier Martinez
Signature

**CITY OF MORRISTOWN
APPLICATION FOR BEER PERMIT**

Received by Tax Office:

DATE: 4-22-2015

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

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

SECTION I - OWNERSHIP INFORMATION

1- Name of Owner

Cynthia A. Lincoln

2- Check One for the Type of Ownership

☒ Person ☐ Firm ☐ Partnership
☐ Corporation ☐ Syndicate ☐ Association
☐ Joint-Stock Company

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

Cynthia A. Lincoln DOB: [REDACTED] 1981 SSN: [REDACTED]

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

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

SECTION II - GENERAL DATA

1- Full Name (last, first, middle) <u>Lincoln Cynthia A.</u>	2- Age <u>33</u> Date of Birth <u>[REDACTED] 1981</u>	3- Sex Male <input type="checkbox"/> Female <input checked="" type="checkbox"/>
4- Height <u>5.5</u>	5- Weight <u>140</u>	6- Color of Eyes <u>Brown</u>
7- Color of Hair <u>Brown</u>	8- Type Complexion	9- Type Build
10- Social Security No. [REDACTED]	11- Business License No. & State of Issue <u>TN.</u>	

12- Father's Full Name Jose Luis Lincoln 13- Mother's Maiden Name Maria C. Lincoln

14- Previous Employment

Quality INN

15- Marital Status

Married

Single ☒

Divorced

16-

Spouse's Name

17- Scars (Type and Location)

None

18- Other Distinguishing Features

None

19- Current Address

20- Permanent Address 1737 Meadowview Ln Morristown TN 37814

Same

21- Home Telephone No.

Cell (615) 700-0974

22-

Work Telephone No.

23-

Legal Residence

24- Nickname

None

25-

Other Names You Have Used

none

26- Indicate circumstances (including length of time under which you have ever used these names)

N/A

27- If legally changed, give particulars (where and by what authority)

N/A

SECTION III - CITIZENSHIP

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

1- Are you a U.S. citizen or legal alien?

Yes ☒ No

2- If you are a legal alien, please provide your certificate number.

To be completed by all other types of owners listed

3- Are you domiciled in the State of Tennessee?

Yes ☒ No

SECTION IV - MILITARY SERVICE

1- In what military organizations have you served?

None

2- Date of separation

3-

Total length of service

4- Serial or file No.

5-

Rank or grade

6-

Type of discharge

SECTION V - RESIDENCES FOR THE PAST 10 YEARS

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

Address - Most recent first

Inclusive dates

No. Street City State/Zip From To

1737 Meadowview Ln Morrisstown, TN 37814 02/2013 TO Present
1667 Main St White Pine TN 37890 11/2006 TO 01/2013
4205 W Wilson Rd Ft 189 Harlingen, TX 78552 1984 TO 10/2006

SECTION VI - ADDITIONAL INFORMATION

Special Instructions

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

To be completed by individual owners:

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

To be completed by all other types of owners listed:

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

SECTION VII - PERMIT DATA

1- Type of Permit Applied For:
On Premise ☒ Off Premise ☐

2- Type of Business: Restaurant ☒ Distributor ☐
Patriotic Organization ☐ Club ☐
Drug Store ☐ Full Line Grocery Store ☐
Convenience Store ☐ Lodge ☐

Charters that have been issued by the State of Tennessee must be presented with this completed application in all cases of lodges, patriotic organizations, and clubs. These charters will be examined and returned to applicant at the time this application is presented before the Beer Board

DO NOT WRITE IN THIS BLOCK For Use by City of Morristown Only

Charter Presented Yes ☐ No ☐
Charter Returned Yes ☐ No ☐

Issued by _____
Date _____
In Name of _____

Signature of
Tax Clerk _____

3- Do you possess a valid business license issued by the City of Morristown?
Yes ☒ No ☐
Date of Issue 04/22/2015

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

X 1147 S. Cumberland St.

DO NOT WRITE IN THIS BLOCK For Use by City of Morristown Only

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

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

If yes, identify establishment. _____

Signature of
City Planner

[Signature]

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

Signature of
City Inspector

[Signature]

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

Signature of
Fire Marshall

[Signature]

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

El Patron

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

Cynthia A. Lincoln

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

Cynthia A. Lincoln

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

1147 S Cumberland St.
Morristown, TN. 37813

SECTION VIII - GENERAL INFORMATION AND AGREEMENTS

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

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

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

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

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

To be completed by individual owners:

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

To be completed by all other types of owners listed:

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

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

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

To be completed by individual owners and partnerships:

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

To be completed by all other types of owners listed:

- 11- If requested, are you willing for any member listed with a 5% or greater ownership to be fingerprinted by the Morristown Police Department?
Yes _____ No _____
- 12- Is a completed fingerprint card submitted with this application?
Yes _____ No ☒ *Completed fingerprint card 5-11-15*
Applicant may have cards completed at Morristown Police Department. *89*

SECTION IX - REFERENCES

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

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

1- Paula Torres	432 Newbern Rd	Morristown, TN	37814 (423) 277-8683
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2- Jose Hernandez	1737 Meadowview Ln	Morristown, TN	37814 (423) 353-5918
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3- Rafael Salgado	421 Welder St	Morristown TN	37814 (423) 200 0769
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SECTION X - SIGNATURES

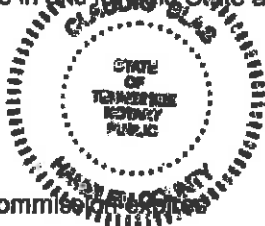
STATE OF TENNESSEE
COUNTY OF HAMBLLEN

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

In testimony whereof witness my signature on this the 22 day of April, 2015

Cynthia A. Lincoln
Applicant

Sworn to and subscribed by Cynthia A. Lincoln before me, a notary public in and for the State and County, on this the 22 day of April, 2015



My commission expires

[Signature]
Notary Public

11/23/2015

*** * * NOTICE * * ***

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

RECORD CHECKS

Local Record Checks:

Department:	Date:	Clerk's Signature:
Morristown Police Dept	4-22-15 / 9-10-15	
Hamblen Co Sheriff's Dept	5-6-15 / 9-10-15	
Jefferson Co. S.O.	5-18-15	

Other Record Checks:

Department:	Date:	Clerk's Signature:
HARLINGEN P.D. TX.	6-3-15	
CARMELON Co. S.O. TX.	5-21-15	

Bathroom

Exit

Kitchen

Bar

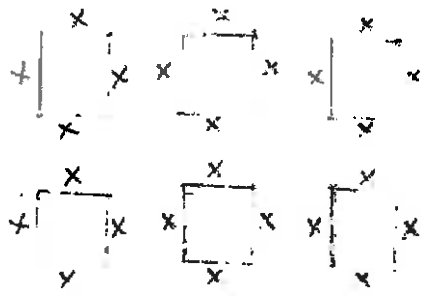
NOT

Bathroom

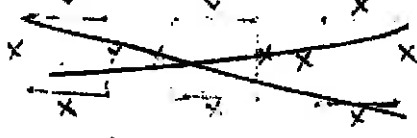
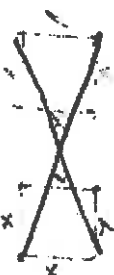
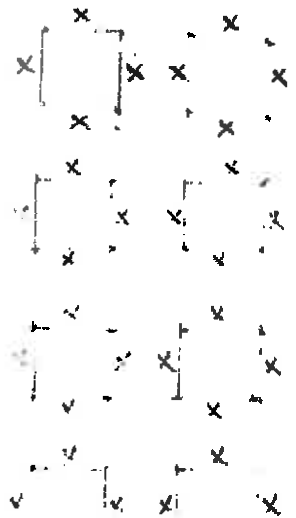
CL

Exit

Exit



Entr



8/27/15

75 SEATS

L.F. BG

Morristown Police Department

ROGER OVERHOLT
Chief of Police



BEER ORDINANCE ASSURANCE

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

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

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

Business Name & Address: El Patron
1147 South Cumberland St.
Morristown, Tn. 37813

Cynthia Lincoln
Signature

Cynthia Lincoln
Print Name

6-9-15
Date

<p>DO NOT ALTER THESE STAMP DOCUMENTS PRINTED WITH A COLOR BACKGROUND. CONTAINS VOID PARTS TO BE USED FOR IDENTIFICATION PURPOSES.</p>		<p>POST AT LOCATION OF BUSINESS</p>	<p>City of Morristown Minimum Business License and Gross Receipt Tax</p> <p>THIS LICENSE EXPIRES 05/15/2016</p>	<p>License Number</p> <p>9450</p>
<p>Business Name EL PATRON</p> <p>1147 S CUMBERLAND ST MORRISTOWN, TN 37813</p>		<p>ID: 9450</p> <p>Location: 1147 S CUMBERLAND ST</p>		
<p>MINIMUM BUSINESS TAX</p> <p>This is your official notice that if gross receipts tax is not paid within 60 days from above expiration date, a distress warrant may be issued to satisfy the tax debt. Further notification of expiration is not required by law. Please make note of these dates. If paid by check, this license valid only after check is paid. This license does not permit operation unless properly zoned, and/or in compliance with all other applicable laws/rules.</p>		<p>City of Morristown P.O. Box 1684 Morristown, Tennessee 37816-1684</p>		
<p>Classification: 2</p> <p>Date Issued: 04/22/2015</p> <p>By: <i>A. W. [Signature]</i> Taxing Authority</p>		<p>PAID</p> <p>Total Tax:</p>		
<p>FORM 11-105</p> <p>www.morristowntn.com 877.748.2690</p>		<p>This license is NOT transferable</p>		

LINDA WILDER, HAMBLLEN COUNTY CLERK

LICENSE
0354057

MINIMUM BUSINESS LICENSE AND GROSS SALES RECEIPT, NOT A BILL

Total Due: 15.00
Cash: 20.00 Check: Check No.: Change: 5.00
TAMMY wk03 Drawer: 28 Site: 1
Work Date: 04/22/2015

DETACH THIS PORTION FOR CONFIDENTIAL FILE

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

LICENSE
0354057

MINIMUM BUSINESS LICENSE AND GROSS SALES RECEIPT, NOT A BILL

Mailing

Location

73644 EL PATRON

1147 S CUMBERLAND ST
MORRISTOWN, TN 37813

EL PATRON

1147 S CUMBERLAND ST
MORRISTOWN, TN 37813

CYNTHIA LINCOLN

LOCAL ACCOUNT NUMBER 73644
STATE ACCOUNT NUMBER _____
TRANSACTION NUMBER _____
CLASS 02
SALES TAX NUMBER 0

ISSUE DATE 04/22/15
TAX PERIOD STARTED - 05/01/2015
PAYMENT DUE BY 4/15/2016
EXPIRATION DATE 5/15/2016

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

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

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


DEPUTY CLERK SIGNATURE TAMMY wk03 Drawer:28 Site:1

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

[Return to Agenda](#)

TEXT_GENERAL
 TEXT_PARCEL
 LEADERLINES
 PARCELS
 ORTHO_N (Image)
 ORTHO_S (Image)



HAMBLETON COUNTY, TENNESSEE

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION PROVIDED BY THE TAXPAYER AND IS NOT GUARANTEED AS TO LOCATION OF PROPERTY OR LINAL OWNER NAME.



Online Tax Registration

Confirmation

You have successfully submitted your Business Registration information to the Department of Revenue on 04/17/2015. Your application will be processed within 7-10 business days.

Confirmation Number 00162097985

Please retain a copy of this confirmation for your records.

You may print this confirmation or save to a PDF file. The authorized representative designated in the application will receive a copy of the confirmation via email.

Please note: If you were not registered for business tax, you may still be required to obtain a license. Please go to [Business Tax](#) after you print your confirmation for information about obtaining a license.

The certificate or permit must be publicly displayed at the location for which it is issued. If you need to register your business with the county your business is located, you will need to contact the county itself.

Tax Type

Based on the information you have provided, you have registered for the following tax(es)

Sales and Use Tax

Business Tax (Gross Receipts)

Sales Tax

Will your gross sales exceed \$4,800 per year? Yes

Will your taxable services exceed \$1,200 per year? Yes

Do you have suppliers who do not collect TN sales tax? Yes

Will you be licensed by the Tennessee Alcoholic Beverage Commission as a direct shipper of wine? Yes

Do you have a use tax obligation? No

Are your sales 100% over-the-counter? No

Will you be collecting over \$200 per month in sales tax? Yes

Business Tax

Business Class 1A

Will your gross taxable receipts exceed \$3000 per year? Yes

Will your gross taxable receipts exceed \$10,000 per year? Yes

Business Address

Federal Employer Identification Number (FEIN) Use my Social Security Number instead

Social Security Number ***-**-6700

Legal Business Name and Primary Address

Legal Business Name EL PATRON

Address Line 1 1147 S CUMBERLAND ST

City MORRISTOWN

State TN

Zip Code 37813

ATTN CYNTHIA ARACELI LINCOLN

Phone Number (423)200-0924

E-mail Address elpatrongrill@hotmail.com

Business Name and Exact Location

Business Name EL PATRON

Address Line 1 1147 S CUMBERLAND ST

City MORRISTOWN

State TN

Zip Code 37813

ATTN CYNTHIA ARACELI LINCOLN

Phone Number (423)200-0924

E-mail Address elpatrongrill@hotmail.com

Business Mailing Address

Business Name EL PATRON

Address Line 1 1147 S CUMBERLAND ST

City MORRISTOWN

State TN

Zip Code 37813

ATTN CYNTHIA ARACELI LINCOLN

Phone Number (423)200-0924

E-mail Address elpatrongrill@hotmail.com

Owners

Owner Type	Owner
This owner is a	Individual
Owners' Name	CYNTHIA A LINCOLN
Social Security Number	***-**-6700
Address 1	1147 S CUMBERLAND ST
City	MORRISTOWN
State	TN
Zip Code	37814
Phone Number	(423)200-0924
E-mail	elpatrongrill@hotmail.com
County & Incorporated City of Business	
County of business location	HAMBLEN
Incorporated city of business location	MORRISTOWN
Filing Period	
Opening date of your business in Tennessee	05/01/2015
Business Activity	
Principle Business Activity	Accommodation and Food Services Food Services and Drinking Places Restaurants and Other Eating Places Restaurants and Other Eating Places Full-Service Restaurants
NAICS Code	722511
Authorized Representative	CYNTHIA LINCOLN
Title	OWNER
Phone Number	(423)200-0924
Fax Number	
E-mail Address	elpatrongrill@hotmail.com

THIS COMMERCIAL LEASE AGREEMENT (the "Agreement"), made and entered into on this 02 day of Feb, 2015 by and between Morris Auto Sales
511 N. Cumberland St Morris town, TN 37814 ("Lessor") and Cynthia Lincoln 1337 Northview Lane Morris town, TN
("Lessee") collectively referred to as "the parties" (423) 200-0924 37814

5/12/2015

Free Commercial Property Lease Agreement - FindForms.com

For the term of this Agreement, Lessee shall maintain public liability insurance with limits of not less than one million dollars for injury or death from one accident and \$250,000.00 property damage insurance, insuring Lessor and Lessee against injury to persons or damage to property on or about the Leased Premises. A copy of the policy or a certificate of insurance shall be delivered to Lessor on or before the commencement date and no such policy shall be cancellable without ten (10) days prior written notice to Lessor.

Damage and Destruction

In the event if the Premises or any part thereof is damaged by fire, casualty or structural defects that the same cannot be used for Lessee's purposes, then Lessee shall have the right within ninety (90) days following damage to elect by notice to Lessor to terminate this Lease. In the event if such damage does not render the Leased Premises unusable for Lessee's purposes, Lessor shall promptly repair such damage at the end of the Lease. Lessee shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, whole or in part, for Lessee's purposes.

Indemnity

Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Lessee's use of the Premises, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the Premises.

Assignment and Subletting

Lessee shall not sublet the premises or assign this Agreement without the prior written consent of the Lessor. Any such attempt to sublet or assignment by Lessee shall be a breach of this Agreement and cause for immediate termination.

Notices

Any notice or other communication to be given under this Agreement shall be in writing and shall be sent to the parties at the following addresses:

Ag. [Signature] **RENTED BY SALES**
ST. HENRY AND ST.
INDIANAPOLIS, IN 46214

Lessor

[Signature] Lyatha Dineen

Entire Agreement

This Agreement constitutes the entire agreement between the parties, and supersedes any earlier statement or understanding. No changes or additions to the terms of the Agreement shall be valid unless written and signed by both parties.

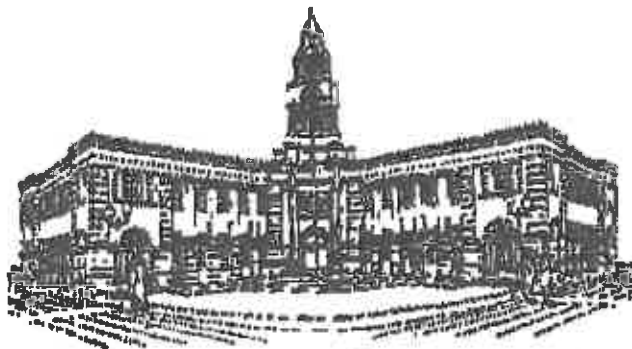
Lincoln Cynthia Araceli

x Cynthia Lincoln
1008 W Main St. Apt. B
White P.O. TN 37890
5-11-85 Mich B

U.S. F. H. 5'5" V40 BK WENT ALA FL

4 27 81





Morristown Police Department

ROGER OVERHOLT
Chief of Police

Jefferson County Sheriff's Dept.
Records Division

May 18, 2015

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

Cynthia Lincoln DOB: [REDACTED] 1981

SSN: [REDACTED]

If you have any questions, please give me a call at 423-318-1552 or fax me the results at 423-587-9818.

Thanks in advance for your assistance,

Lt. Billy Gulley
Support Services Supervisor
Morristown Police Department

Jefferson County Sheriff's Office
P.O. Box 915
Dandridge, TN 37725

By Wanda Pruitt

NO RECORD

WJP 5-18-2015

9/10/2015 8:43 AM Report of Violations by Name Page: 1

LINCOLN, CYNTHIA A W/F 4/27/1981 DL# [REDACTED]

Citation No. Docket No.	Viol.	Date	Status	Fine
MPD4833 -01	11/12/2007 DOCKET CLOSED - FOUND GUILTY VIOLATION OF FINANCIAL RESPONSIBILITY	2/24/2009		93.50
MPD4833		-		93.50
CONV DATE: 2/24/2009		=		0.00
MPD4833 -02	11/12/2007 DOCKET CLOSED - FOUND GUILTY IMPROPER LANE USE	2/24/2009		93.50
MPD4833		-		93.50
CONV DATE: 2/24/2009		=		0.00
P2746 -01	10/19/2013 DOCKET CLOSED - FOUND GUILTY SPEEDING 10+ OVER SPEED LIMIT (DO NOT USE)	12/16/2013		0.00
P2746		-		0.00
CONV DATE: 12/16/2013		=		0.00
P2746 -02	10/19/2013 DOCKET CLOSED - FOUND GUILTY VIOLATION OF FINANCIAL RESPONSIBILITY	12/16/2013		76.00
P2746		-		76.00
CONV DATE: 12/16/2013		=		0.00
P6657 -01	2/08/2014 DOCKET CLOSED - FOUND GUILTY SEATBELT VIOLATION - FIRST OFFENSE	3/18/2014		10.00
P6657		-		10.00
CONV DATE: 3/18/2014		=		0.00
P6657 -02	2/08/2014 DOCKET CLOSED - FOUND GUILTY VIOLATION OF FINANCIAL RESPONSIBILITY	3/18/2014		76.00
P6657		-		76.00
CONV DATE: 3/18/2014		=		0.00
PD59011 -01	1/07/2012 DOCKET CLOSED - FOUND GUILTY NO DL IN POSSESSION (DO NOT USE)	3/05/2012		105.50
PD59011		-		105.50
CONV DATE: 3/05/2012		=		0.00
PD59011 -02	1/07/2012 DOCKET CLOSED - FOUND GUILTY VIOLATION FINANCIAL RESPONSIBILITY	3/05/2012		103.50
PD59011		-		103.50
CONV DATE: 3/05/2012		=		0.00
PD59828 -01	1/31/2012 DOCKET CLOSED - FOUND GUILTY NO DL IN POSSESSION (DO NOT USE)	3/26/2012		105.50
		-		105.50

H.C.S.D. Records

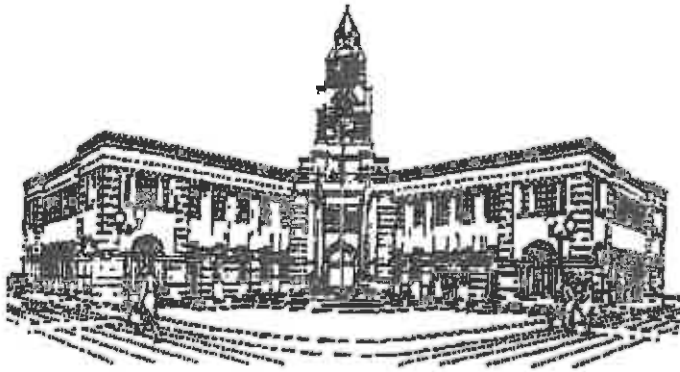
9/10/2015 8:43 AM Report of Violations by Name Page: 2

PD59828	CONV DATE: 3/26/2012				0.00
PD59828	-02 1/31/2012 DOCKET CLOSED - FOUND GUILTY	3/26/2012			0.00
PD59828	VIOLATION FINANCIAL RESPONSIBILITY				89.75
CONV DATE: 3/26/2012					89.75
					0.00
					0.00
Warrant No.	Docket No. Date	Type	Bond	Fine	

***** No Warrant Information *****

***** Alias Information *****
 ***** No Alias Information *****

Cases 10



Morristown Police Department

ROGER OVERHOLT
Chief of Police

Cameron County Texas
Criminal Dept.

May 19, 2015

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

Cynthia Lincoln

DOB [REDACTED] **1981**

SSN: [REDACTED]

If you have any questions, please give me a call at 423-318-1552 or fax me the results at 423-587-9518.

Thanks in advance for your assistance,

Lt. Billy Gulley
Support Services Supervisor
Morristown Police Department



OFFICE OF THE DISTRICT CLERK CRIMINAL DEPARTMENT

Eric Garza

Cameron County District Clerk
974 East Harrison Street
Brownsville, Texas 78520
(956) 544-0839

THE STATE OF TEXAS §

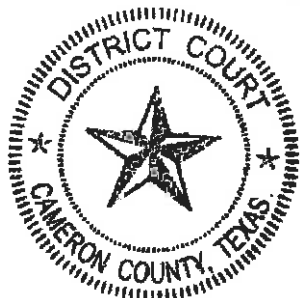
COUNTY OF CAMERON §

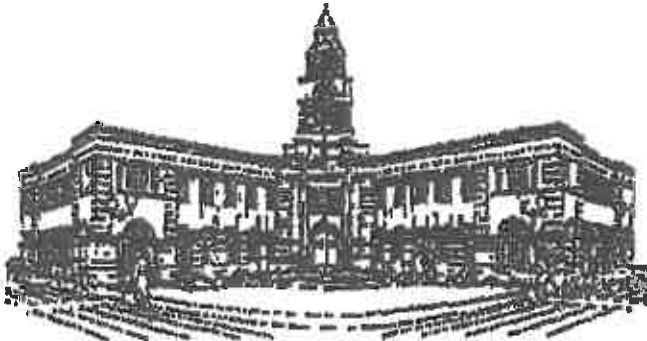
This is to certify that our careful search of the District Court Records contained in our office from 1987 to 05/21/2015 revealed **NO FELONY INDICTMENT or FELONY CONVICTION** under the name Cynthia Lincoln DOB: [REDACTED]/1981, SSN: XXX-XX-[REDACTED] ID#:

In testimony of which, witness my hand and seal of said Courts at office in Brownsville, Texas, on Thursday, May 21, 2015.

Eric Garza
District Clerk
Cameron County, Texas

Domingo Garza
Deputy District Clerk





Morristown Police Department

ROGER OVERHOLT
Chief of Police

Hamblen County Sheriff's Dept.
Records Division

May 6, 2015

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

Cynthia Lincoln DOB: [REDACTED]-1981 SSN: [REDACTED]

If you have any questions, please give me a call at 423-318-1552 or fax me the results at 423-587-6518.

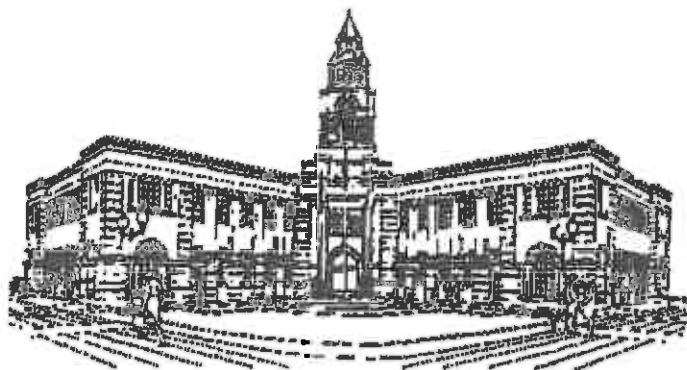
Thanks in advance for your assistance,


Lt. Billy Guile
Support Services Supervisor
Morristown Police Department

NO RECORD

MAY 06 2015

HCSO



Morristown Police Department

ROGER OVERHOLT
Chief of Police

Harlingen Police Dept. TX,
Records Division
Attn. Judy Longoria

June 1, 2015

I am requesting Arrest Reports for the purpose of a Beer Permit on the following individual:

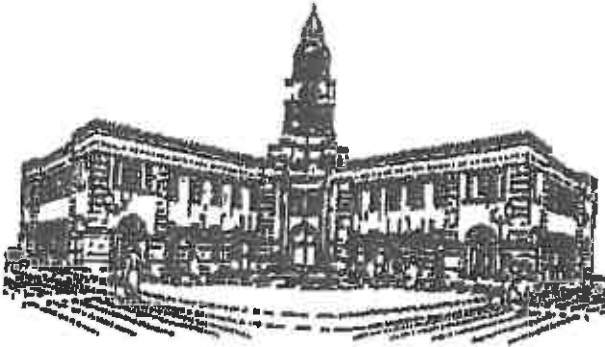
Cynthia Lincoln DOB: [REDACTED] 981 SSN: [REDACTED]

If you have any questions, please give me a call at 423-318-1552 or fax me the results at 423-587-9518.

Thanks in advance for your assistance,


Lt. Billy Gulley
Support Services Supervisor
Morristown Police Department

TX.



Morristown Police Department

ROGER OVERHOLT
Chief of Police

Post-It® Fax Note	7871	Date	6/03	# of pages	8
To	Lt. Gulley	From	Judy		
Co./Dept.		Co.			
Phone #		Phone #			
Fax #	(423) 585-4685	Fax #			

NO RECORD FOR
past 10 years

I am requesting Arrest Reports for the purpose of a Beer Permit on the following individual:

Cynthia Lincoln

DOB:

1981

SSN:

If you have any questions, please give me a call at 423-318-1552 or fax me the results at 423-587-8516.

Thanks in advance for your assistance,

B. Gulley
Lt. Billy Gulley
Support Services Supervisor
Morristown Police Department

Esco R. Jarnagin
Sheriff

Wayne Mize
Chief Deputy



Sheriff of Hamblen County

510 Allison Street
Morristown, Tennessee 37814

HAMBLEN CO. ARREST RECORD SEARCH

DATE: 9-10-15

AN ARREST RECORD SEARCH WAS PROVIDED FOR THE FOLLOWING
INDIVIDUAL:

NAME: Cynthia Lincoln

DATE OF BIRTH: 4-27-81

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:

NO RECORD

SEP - 2015

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