



City of Clarksville After Hours Establishment Board

June 7, 2024 at 10:00 AM
Clarksville Street Dept.
199 10th Street
Clarksville, TN 37040

Please silence all cell phones.

AGENDA

1. **Call to Order**
2. **Announce Members in Attendance (verify quorum)**
3. **Approval of Minutes**
 - A. AHEB Meeting May 24, 2024
4. **Committee Action Required**
 - A. CONSIDERATION OF APPLICATION FOR PERMIT RENEWAL.
 1. CLUB STILETTOS
 - B. CONSIDERATION OF APPLICATION FOR PERMIT APPROVAL
 1. THE PONY
5. **New Business**
6. **Old Business**
7. **Adjournment**

AFTER-HOURS ESTABLISHMENT

APPLICATION FOR INITIAL OR RENEWAL LICENSES

Non-refundable Fees: Initial Application - \$250.00
Renewal - \$150.00
Late fee - \$50.00
Registered Manager Investigation fee - \$50.00 each

Items to include with application:

Copy of individual applicant's state or federal issued identification card
Proof of property ownership
Proof of right to possession of the premises (copy of lease)
Sketch/diagram of licensed premises (include entrances, exits, parking)
Copy valid Tennessee sales tax permit
Copy of valid general business license, as may be required by law
Detailed security plan
Detailed emergency evacuation plan

DATE OF APPLICATION: 5-17-24

ESTABLISHMENT INFORMATION

BUSINESS LEGAL NAME: Club Stilettos
D/B/A NAME: _____
PHYSICAL BUSINESS ADDRESS: 1360 College Street
Clarksville, TN 37040
BUSINESS MAILING ADDRESS: 1360 College Street
Clarksville, TN 37040
TELEPHONE: 931-919-2666 (home) _____ (cell) _____ (other)

MANAGER INFORMATION

NAME OF REGISTERED MANAGER: (may be more than one)

- 1) Phillip Andrews
- 2) _____
- 3) _____
- 4) _____
- 5) _____

CORPORATION, PARTNERSHIP OR LLC INFORMATION

NAME OF CORPORATION: _____
ADDRESS: _____
TELEPHONE: _____ (primary) _____ (alternate)
FEDERAL ID NUMBER: _____

APPLICANT INFORMATION

NAME: Jeffery Murphy
RESIDENCE ADDRESS: 5100 Highway 41A S Clarksville, TN 37043
MAILING ADDRESS: 5100 Highway 41A S Clarksville, TN 37043
TELEPHONE: 931-614-9548 (home) _____ (cell) _____ (other)
DATE OF BIRTH: 07-27-76 SOCIAL SECURITY NUMBER: [REDACTED]

For additional applicants – include information on last page

CORPORATION, PARTNERSHIP OR LLC

Only complete the following section if the business is a corporation, partnership or LLC – for each member of the Board of Directors, Officers, Partners or Stockholders (holding at least 10% interest)
NAME: _____

POSITION HELD ON BOARD: _____
RESIDENCE ADDRESS: _____
MAILING ADDRESS: _____
TELEPHONE: _____ (home) _____ (cell) _____ (other)
DATE OF BIRTH: _____ SOCIAL SECURITY NUMBER: _____

NAME: _____
POSITION HELD ON BOARD: _____
RESIDENCE ADDRESS: _____
MAILING ADDRESS: _____
TELEPHONE: _____ (home) _____ (cell) _____ (other)
DATE OF BIRTH: _____ SOCIAL SECURITY NUMBER: _____

NAME: _____
POSITION HELD ON BOARD: _____
RESIDENCE ADDRESS: _____
MAILING ADDRESS: _____
TELEPHONE: _____ (home) _____ (cell) _____ (other)
DATE OF BIRTH: _____ SOCIAL SECURITY NUMBER: _____

For additional board members – include information on last page

PROPERTY OWNER OF PHYSICAL LOCATION INFORMATION

OWNER NAME: Jeffrey + Sakhen Murphy
RESIDENCE ADDRESS: 5100 Highway 41A S Clarksville, TN 37043
MAILING ADDRESS: Same as Above
TELEPHONE: 931-664-9548 (home) _____ (cell) _____ (other)

FELONY INFORMATION

Has any person required to be listed on this application ever been charged with or convicted of a felony?

Yes _____, If yes, details must be provided below No ☒

Name: _____

Offense charged or convicted: _____

Court having jurisdiction: _____

Docket or file number of case: _____ Date of offense _____

Date of charge by warrant or indictment _____

Date of conviction (if any) _____ Date of disposition of the charge _____

Disposition or adjudication of the charge or sentence Imposed: _____

Include additional offenses on last page.

CRIMINAL LAW OR MISDEMEANOR INFORMATION

Has any person required to be listed on this application ever been convicted of any criminal law, including misdemeanors involving alcohol, illegal drugs or violence, crime of moral turpitude within 5 years of the date of this application?

Yes _____, If yes, details must be provided below No ☒

Name: _____

Offense name: _____

Court having jurisdiction: _____

Docket or file number of case: _____ Date of offense _____

Date of charge by warrant or indictment _____

Date of conviction (if any) _____ Date of disposition of the charge _____

Disposition or adjudication of the charge or sentence Imposed: _____

Include additional offenses on last page.

ATTACHMENTS

ADDITIONAL APPLICANT INFORMATION

NAME: Sakham Murphy
RESIDENCE ADDRESS: 5100 Highway 41A S Clarksville, TN 37043
MAILING ADDRESS: Same as above
TELEPHONE: 931-896-9300 (home) _____ (cell) _____ (other) _____
DATE OF BIRTH: 02-21-65 SOCIAL SECURITY NUMBER: [REDACTED]

ADDITIONAL CORPORATION, PARTNERSHIP OR LCC INFORMATION

NAME: _____
POSITION HELD ON BOARD: _____
RESIDENCE ADDRESS: _____
MAILING ADDRESS: _____
TELEPHONE: _____ (home) _____ (cell) _____ (other) _____
DATE OF BIRTH: _____ SOCIAL SECURITY NUMBER: _____

ADDITIONAL OFFENSE INFORMATION

Select which type of offense the following information is being provided for

Felony _____ Criminal Law/Misdemeanor _____ Public Nuisance _____

Name: _____

Offense charged or convicted: _____

Court having jurisdiction: _____

Docket or file number of case: _____ Date of offense _____

Date of charge by warrant or indictment _____

Date of conviction (if any) _____ Date of disposition of the charge _____

Disposition or adjudication of the charge or sentence Imposed: _____

PREVIOUS DENIAL, SUSPENSION OR REVOKATION INFORMATION

Has any person required to be listed on this application ever had a license or permit for the sale of intoxicating liquor, beer, wine or alcoholic beverage or any other license similar to an after-hours establishment denied, suspended or revoked within the past 10 years from the date of application?

Yes _____, If yes, details must be provided below No ☒ _____

Name of Court: _____

Administrative entity: _____

Name of case: _____

Docket or file number of case: _____

Date of any adjudication or administrative filing: _____

Include additional information on last page.

PUBLIC NUISANCE INFORMATION

Has any person required to be listed on this application ever owned in part or operated in any way any entity, business or club been declared a public nuisance within the past 10 years of the date of this application?

Yes _____, If yes, details must be provided below No ☒ _____

Name of Court: _____

Administrative entity: _____

Name of case: _____

Docket or file number of case: _____

Date of any adjudication or administrative filing: _____

Include additional information on last page.

GRANTING OF CONSENT:

Police, fire and building may enter upon the establishment without warrant to inspect for violations of this Ordinance 41-2014-15, City Code, State and/or Federal law of general application. Further, understand if any change occurs in the information or circumstances affecting responses to this application – notification, amendment and supplemental information is required to be promptly provided to the Finance and Revenue Department and written notification provided to the Board, any and all information related to the change. Failure to provide notification within thirty (30) days from date of occurrence shall be grounds for denial of application, if license already issued, shall be grounds for suspension or revocation of such after-hours establishment license. I(we) understand we are required to submit information in regards to registered manager(s) of the establishment to the board. A manager shall be on the premises at all times while open to the public.

By my signature I(we) have read and fully, understand, agree to comply with, and further consent to any and all requirements the City of Clarksville Charter, Code of Ordinances and specifically to Ordinance 41-2014-15 "After Hours Establishments" as may be amended from time to time. I(we) further certify all information provided on this application is accurate.

Signature *Jeffery Murphy*

Jeffery Murphy Sakhan Murphy
Printed Name

5-17-24
Date

NOTARY PUBLIC

State of TN

County of Montgomery

On this 17th day of May, 2024, before me, the undersigned notary public appeared Jeffery & Sakhan Murphy (applicant name). Provided to me as satisfactory evidence of identification personally known (type or personally known) to be the person whose name is signed above in my presence.



[Signature]
Signature of Notary Public
January 14, 2026
Notary Seal - Commission Expires

DRIVER LICENSE

USA
TN



SP

NOT FOR FEDERAL IDENTIFICATION
DL NO. [REDACTED] DOB 02/21/1965
EXP 12/11/2027 ISS 12/11/2019
CLASS D END NONE
REST NONE
SEX F HGT 5'-04" EYES BLK
DO 3111912110940043
MURPHY
SAKHON
98 WEST DR
CLARKSVILLE, TN 37040-2112



DRIVER LICENSE

USA
TN



Mr M

DL NO. [REDACTED] DOB 07/27/1976
EXP 07/12/2024 ISS 07/12/2016
CLASS D END NONE
REST NONE
SEX M HGT 6'-00" EYES BRO
DO 3101607121352737
MURPHY
JEFFER
98 WEST DR
CLARKSVILLE, TN 37040-2112



herein.

Rebecca H. Baggett
REBECCA H. BAGGETT

Grantor

STATE OF TENNESSEE

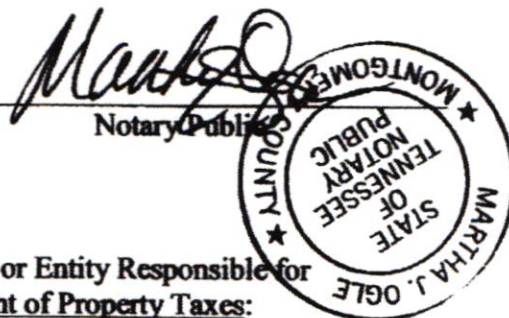
COUNTY OF MONTGOMERY

Personally appeared before me, the undersigned authority, a Notary Public for said county and State, Rebecca H. Baggett, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 7th day of May, 2014.

My Commission Expires:

5-16-2017



Property Owners Name
and Mailing Address:

JEFFER MURPHY
SAKHON MURPHY
109 Rudolph Drive
Clarksville, TN 37042

Person or Entity Responsible for
Payment of Property Taxes:

SAME / OWNER

Property Address:

1360 College Street
Clarksville, TN 37040

Map and Parcel No.:

055M C 002.00

STATE OF TENNESSEE,
MONTGOMERY COUNTY

I, or we, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is \$130,000.00 which amount equal to or greater than the amount which the property transferred would command at a fair voluntary sale

Affiant

Subscribed and sworn to before me this the 7th day of May, 2014.

NOTARY PUBLIC

MY COMMISSION EXPIRES: 5-16-2017



j:\deed\baggettrebecca.murphyjeffer\jo

Pursuant to Tenn. Code Ann. § 66-24-121(a), the legal description is the same as in the previous deed of record.

REBECCA H. BAGGETT

TO: WARRANTY DEED

JEFFER MURPHY ET UX

THIS WARRANTY DEED OF REALTY, executed as of the 7th day of May, 2014, by Grantor, **REBECCA H. BAGGETT**, to Grantees, **JEFFER MURPHY and wife, SAKHON MURPHY**, Witnesseth:

That Grantor for a valuable consideration, receipt whereof is acknowledged, has this day bargained and sold and does hereby transfer and convey unto Grantees, to have and to hold to them, as tenants by the entirety, and to their heirs and assigns forever, in fee simple, certain commercial realty situated in the Twelfth (12th) Civil District of Montgomery County, Tennessee, being bounded and described as follows:

Beginning at an iron pin 971 feet north of the center line of Kraft Street, said iron pin also being located on the east side of Pettus Street (U.S. Highway No. 79). Thence North 2 degrees 15 minutes East 46.60 feet; thence South 80 degrees 34 minutes East 20 feet; thence North 10 degrees 00 minutes East 53.4 feet; thence North 89 degrees 45 minutes East 145.30 feet; thence South 5 degrees 52 minutes West 100 feet; thence North 88 degrees 54 minutes West 165.70 feet and the point of beginning, according to the survey of William N. Young, Registered Land Surveyor.

The above described real estate is made expressly subject to a 15-foot permanent sewer easement in favor of the City of Clarksville as evidenced by instrument of record in Official Record Book Volume 191, Page 633, of the Register's Office for Montgomery County, Tennessee, which easement parallels the eastern right-of-way line of U.S. Highway 79.

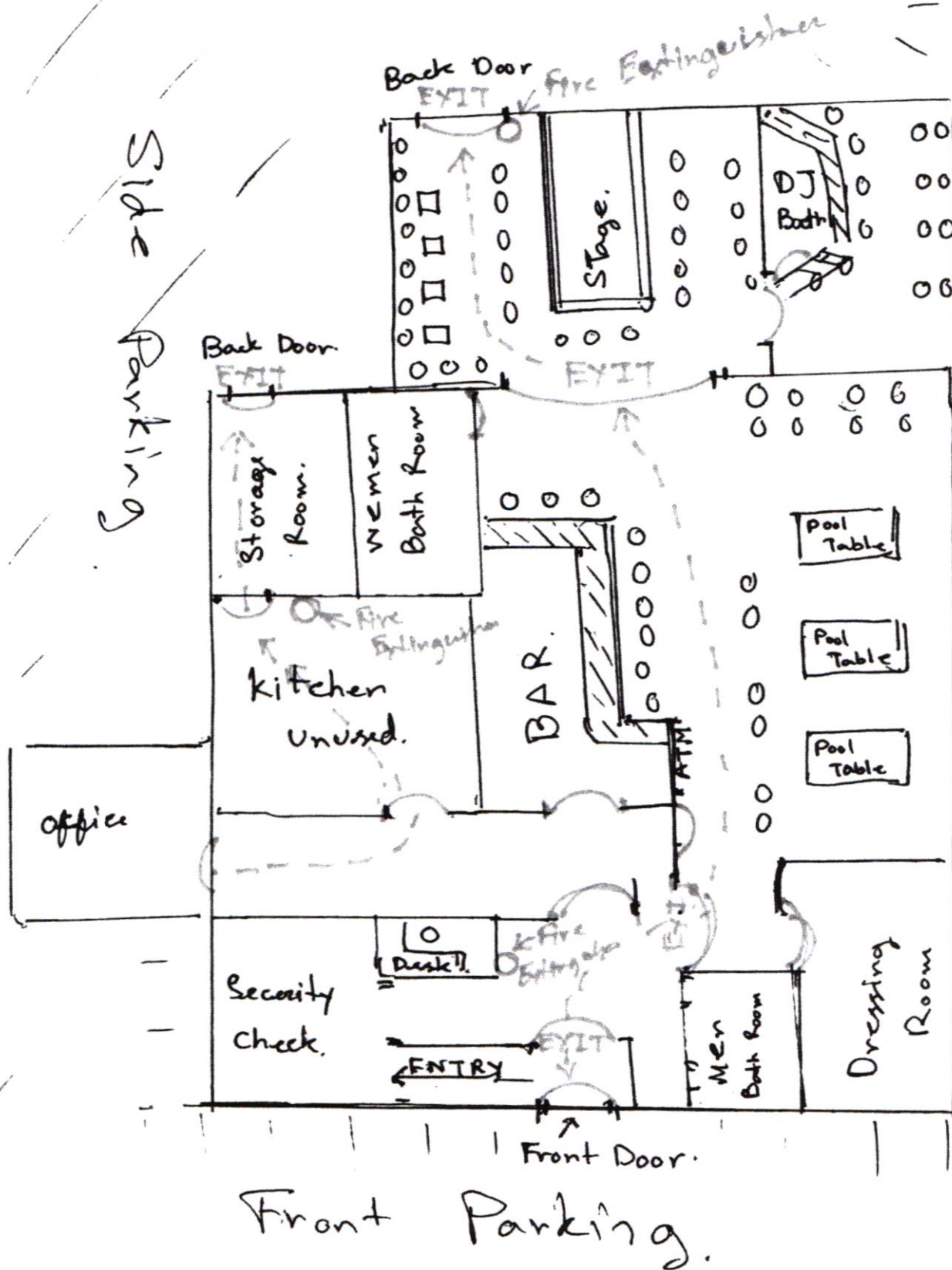
BEING the same property conveyed to Rebecca H. Baggett by Quitclaim Deed from Bobby G. Baggett dated June 16, 1994 and recorded June 16, 1994 at 4:02 PM of record in Official Record Book Volume 538, Page 2144; and by Deed from O. L. Sherfield and wife, Lillie B. Sheffield, dated August 7, 1980 and recorded August 8, 1980 at 8:16 AM of record in Official Record Book Volume 304, Page 559, in the Register's Office for Montgomery County, Tennessee.

That Grantor (1) covenant that she is lawfully seized and possessed of and has a perfect right to convey such realty and that it is unencumbered except for 2014 taxes which have been prorated and Grantees assume; (2) will forever warrant and defend the title unto Grantees and to their heirs and assigns against all lawful claims; subject, however, to 15' Sewer Easement to City

Sketch + Evacuation Plan

Club Stiletto's.

1360 college St. Back Parking





TENNESSEE DEPARTMENT OF REVENUE

CERTIFICATE OF REGISTRATION

CLUB STILETTOS
1360 COLLEGE ST
CLARKSVILLE TN 37040-6322

August 18, 2014

Account Type: SALES&USE

Account No.: 106611874

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

CLUB STILETTOS
1360 COLLEGE ST
CLARKSVILLE, TN 37040

Account Type: SALES&USE

Account No.: 106611874

Effective Date: August 1, 2014

Richard H. Roberts

POST IN A
CONSPICUOUS
PLACE

City of Clarksville
Business License and Gross Receipt Tax
THIS LICENSE EXPIRES ON 05/15/2025

License Number
104237

Business Name: CLUB STILETTOS
Location: SAKHON MURPHY
JEFF MURPHY
1360 COLLEGE ST
CLARKSVILLE, TN 37040

Business ID: 4803051
State ID: 0106611874

BUSINESS TAX

CLUB STILETTOS
1360 COLLEGE ST
CLARKSVILLE, TN 37040



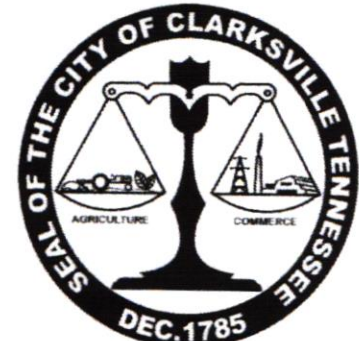
Classification: CLASS 2
Date Issued: 05/17/2024

THE LICENSE PERIOD IS JANUARY 1ST TO DECEMBER 31ST (CALENDAR YEAR). YOUR RENEWAL IS DUE BY APRIL 15TH AND MUST BE SUBMITTED NO LATER THAN APRIL 15TH TO AVOID PENALTY AND INTEREST. ALL RETURNS MUST BE FILED ELECTRONICALLY WITH THE STATE OF TENNESSEE DEPARTMENT OF REVENUE.

THIS LICENSE DOES NOT PERMIT OPERATION UNLESS PROPERLY ZONED, AND/OR IN COMPLIANCE WITH ALL OTHER APPLICABLE LAWS/RULES. ALSO, AS REQUIRED BY TENN. CODE ANN. § 39-17-1801 ET SEQ, BUSINESSES MUST COMPLY WITH ALL PROVISIONS OF THE TENNESSEE NON-SMOKERS PROTECTION ACT.

By *Anna Motta*
Chief Financial Officer

This License is NOT Transferable
License Copy

POST IN A CONSPICUOUS PLACE	City of Clarksville Business License and Gross Receipt Tax THIS LICENSE EXPIRES ON 05/15/2025	License Number 104237				
<table><tr><td>Business Name: CLUB STILETTOS</td><td>Business ID: 4803051</td></tr><tr><td>Location: SAKHON MURPHY JEFF MURPHY 1360 COLLEGE ST CLARKSVILLE, TN 37040</td><td>State ID: 0106611874</td></tr></table>			Business Name: CLUB STILETTOS	Business ID: 4803051	Location: SAKHON MURPHY JEFF MURPHY 1360 COLLEGE ST CLARKSVILLE, TN 37040	State ID: 0106611874
Business Name: CLUB STILETTOS	Business ID: 4803051					
Location: SAKHON MURPHY JEFF MURPHY 1360 COLLEGE ST CLARKSVILLE, TN 37040	State ID: 0106611874					
BUSINESS TAX CLUB STILETTOS 1360 COLLEGE ST CLARKSVILLE, TN 37040 Classification: CLASS 2 Date Issued: 05/17/2024 By <u><i>Anna Motta</i></u> Chief Financial Officer						



**Montgomery County
Business Tax Standard License**

March 26, 2024

CLUB STILETTOS
1360 COLLEGE ST
CLARKSVILLE TN 37040-6322

Letter ID: L0555107648
Expiration Date: 15-May-2025
Return Due By: 15-Apr-2025

The business tax license printed below certifies the receipt and approval of your business tax license application or the renewal of a license for your existing business. The license is valid until the expiration date noted above. Your license number is 0106611874 and your classification is 2. The certificate must be displayed publicly at the location for which it is issued.

All business tax returns are required to be filed and the payment remitted electronically. Your return is due on April 15, 2025. Please visit www.tn.gov/revenue for additional information.

Note: This license does not permit operation unless properly zoned and/or in compliance with all other applicable state, county, or city laws, rules and regulations. Also, as required by Tenn. Code Ann. § 39-17-1801 et seq., businesses must comply with all provisions of the Tennessee Non-Smoker Protection Act.

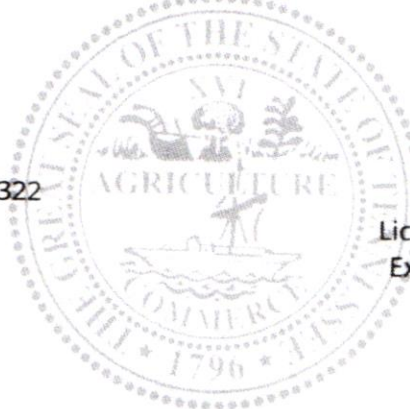
DETACH LICENSE BELOW AND DISPLAY IN PUBLIC AREA



**Montgomery County
Business Tax Standard License**

This certificate must be publicly displayed.

CLUB STILETTOS
1360 COLLEGE ST
CLARKSVILLE TN 37040-6322



Date Issued: 26-Mar-2024
Classification: 2
Letter ID: L0555107648
License Number: 0106611874
Expiration Date: 15-May-2025

Security Plan for Club Stilettos

Objective is to make Club Stilettos a safe environment for all patrons/customers and employees to experience.

1. First line of security will be at front entrance to Club Stilettos.

All patrons/customers will first need to show proper ID to the front door person to enter.

2. When ID check is completed, customers will read all rules and abide to be able to enter premises.

3. Next line of security, all patrons/customers will be detected by a hand wand applied to check for weapons of any sort before entering premises.

4. Club Stilettos will have minimum of two security/crowd control personnel to oversee all customers during operation of business.

5. Owner/Manager will also be present to help oversee patrons.

6. Club Stilettos has 14 working security cameras on premises for safety. All cameras are LIVE and recorded for future reviews if needed. One personnel will be monitoring security cameras throughout the night for safety.

a. 2 cameras oversees front and back parking area.

b. 1 camera oversees front entrance of premises.

c. 11 other cameras to overlook inside entire premises.

7. If an unruly customer shall occur, we will have our security personnel or owner escort the unruly customer off premises in a non violent matter. Personnel will make sure the unruly customer has left premises including

parking lot so they cannot try to re-enter. From that point, unruly customers will no longer be able to come back to establishment from then on.

8. If any emergency may occur out of our control, we will contact local authorities to relieve the problem that may occur.

In conclusion, Club Stilettos will make it a safe environment as possible.

Owners have been operating such business for quite some time without any issues with law or any in such.

Business Name: Club Stilettos
Risk Type:



Clarksville Fire Rescue
802 Main ST
Clarksville, TN 37040-3359
931-645-7456

PROPERTY INFORMATION

Assigned Inspector: Cherry, Carmen
Occupancy ID #: 1360 COLLEGE ST
Original Business/Property Name: Club Stilettos
Geolocation: 1360 College St, Clarksville, TN 37040, USA
Emergency Contacts?: Yes

PRIMARY EMERGENCY CONTACT INFORMATION

First Name: Lisa (Sakhon)
Last Name: Murphy
Phone Number: 931-896-9300
Cell Number: 931-896-9300
Primary Email Address: jmtenn03@yahoo.com

SECONDARY EMERGENCY CONTACT INFORMATION

First Name: Jeffer
Last Name: Murphy
Phone Number: 931-614-9548
Cell Number: 931-614-9548

LATEST INSPECTION

Inspection Detail (1)

ANNUAL INSPECTION - 05/21/2024 09:55:18

INSPECTOR INFORMATION

Inspector Name: Cherry, Carmen

INSPECTION DETAIL

Current Business/Property Name: Club Stilettos
Date/Time Arrived: 05/21/2024 09:55:18
Date/Time Departed: 05/21/2024 10:30:40

INSPECTIONS CONDUCTED

Inspection Type: Annual Inspection
Add Inspection Checklist: Inspection Form

Inspection Checklists (1)

INSPECTION FORM

Risk Type:

INSPECTION FORM

Categories (19)

OCCUPANCY CATAGORY**OCCUPANCY CATAGORY (1)**

Questions (1)

1) OCCUPANCY/USER TYPE

Status

PASS

Occupancy/User Type

ADDRESS**ADDRESS (1)**

Questions (1)

1) IS ADDRESS POSTED?

Status

PASS

Is address posted?

OCCUPANCY**OCCUPANCY (2)**

Questions (2)

1) IS CERTIFICATE OF OCCUPANCY POSTED? (OR ADVISE IT SHOULD BE UPON RECEIPT)

Status

PASS

Is Certificate of Occupancy Posted? (or advise it should be upon receipt)

2) IS OCCUPANCY LOAD POSTED? (OR IT SHOULD BE UPON RECEIPT OF)

Status

PASS

Is Occupancy load posted? (or it should be upon receipt of)

REMARKS / ATTACHMENTS

Remarks

Max Occupant Load 99

EMERGENCY LIGHTING**EMERGENCY LIGHTING (2)**

Questions (2)

1) IS EMERGENCY LIGHTING REQUIRED?

Status

PASS

Is emergency lighting required?

2) IS EMERGENCY LIGHTING OPERATIONAL?

Status

PASS

Is emergency lighting operational?

Risk Type:

EXITS**EXITS (7)****Questions (7)****1) PROPER NUMBER OF EXITS.**Status PASS

Proper number of exits.

2) PROPER EXIT DOOR SWING (OUT-WARD SWING WHEN OCCUPANT LOAD IS OVER 50)Status PASS

Proper exit door swing (out-ward swing when occupant load is over 50)

3) PROPER DOOR LOCKS INSTALLEDStatus PASS

Proper door locks installed

4) IS PANIC HARDWARE REQUIRED?Status PASS

Is panic hardware required?

5) ARE EXITS MAINTAINED UNOBSTRUCTED?Status PASS

Are exits maintained unobstructed?

6) ARE PROPER EXIT SIGNS INSTALLED?Status PASS

Are proper exit signs installed?

7) ARE EXIT SIGNS PROPERLY ILLUMINATED?Status PASS

Are exit signs properly illuminated?

STAIRWAYS**STAIRWAYS (3)****Questions (3)****1) ARE STAIRWAYS MAINTAINED IN COMPLIANCE?**Status N/O

Are stairways maintained in compliance?

2) ARE HANDRAILS PRESENT?Status N/O

Are handrails present?

3) IS THERE STORAGE UNDER STAIRWAYS?Status N/O

Is there storage under stairways?

Risk Type:

ELECTRICAL**ELECTRICAL (5)**

Questions (5)

1) IS ELECTRICAL WIRING IN GOOD REPAIR?Status PASSIs electrical wiring in good repair?**2) ARE EXTENSION CORDS BEING USED PROPERLY?**Status PASSAre extension cords being used properly?**3) IS THERE STORAGE AROUND ELECTRICAL PANELS AND SWITCHBOARDS?**Status PASSIs there storage around electrical panels and switchboards?**4) IS ACCESS PROVIDED TO ELECTRICAL PANELS AND SWITCHBOARDS?**Status PASSIs access provided to electrical panels and switchboards?**5) ARE ELECTRICAL PANELS AND SWITCHBOARD DISCONNECTS IDENTIFIED/LABELED?**Status PASSAre electrical panels and switchboard disconnects identified/labeled?**PORTABLE FIRE EXTINGUISHERS****PORTABLE FIRE EXTINGUISHERS (3)**

Questions (3)

1) ARE FIRE EXTINGUISHERS OF THE PROPER TYPE AND SIZE PROVIDED?Status PASSAre fire extinguishers of the proper type and size provided?**2) ARE FIRE EXTINGUISHERS MOUNTED PROPERLY?**Status PASSAre fire extinguishers mounted properly?**3) ARE FIRE EXTINGUISHERS BEING SERVICED AND MAINTAINED ANNUALLY?**Status PASSAre fire extinguishers being serviced and maintained annually?**COMMERCIAL KITCHENS****COMMERCIAL KITCHENS (5)**

Questions (5)

1) IS PROPER HOOD SYSTEM PROVIDED?Status PASSIs proper hood system provided?

Risk Type:

2) ARE HOODS, FANS, FILTER, AND DUCTS MAINTAINED IN CLEAN CONDITION?Status PASS

Are hoods, fans, filter, and ducts maintained in clean condition?

3) HAS HOOD EXTINGUISHING SYSTEM BEEN SERVICED AND MAINTAINED?Status PASS

Has hood extinguishing system been serviced and maintained?

4) IS EXTINGUISHING SYSTEM MANUAL OPERATION DEVICES ACCESSIBLE?Status PASS

Is extinguishing system manual operation devices accessible?

5) IS A CLASS K RATED FIRE EXTINGUISHER PROVIDED IN THE KITCHEN?Status PASS

Is a Class K rated fire extinguisher provided in the kitchen?

HOUSEKEEPING**HOUSEKEEPING (4)****Questions (4)****1) IS TRASH AND RUBBISH ROUTINELY REMOVED FROM THE BUILDING?**Status PASS

Is trash and rubbish routinely removed from the building?

2) ARE OILY RAGS STORED CORRECTLY?Status N/O

Are oily rags stored correctly?

3) IS THE AREA OUTSIDE THE BUILDING CLEAN AND FREE OF COMBUSTIBLE MATERIALS?Status PASS

Is the area outside the building clean and free of combustible materials?

4) IS TRASH RECEPTACLE LOCATED A PROPER DISTANCE FROM THE BUILDING?Status PASS

Is trash receptacle located a proper distance from the building?

FIRE SPRINKLER SYSTEMS**FIRE SPRINKLER SYSTEMS (4)****Questions (4)****1) IS FIRE SPRINKLER SYSTEM MAINTAINED PROPERLY?**Status N/O

Is fire sprinkler system maintained properly?

2) IS PROPER CLEARANCE BEING MAINTAINED BELOW SPRINKLER HEADS?Status N/O

Is proper clearance being maintained below sprinkler heads?

Risk Type:

3) ARE STANDPIPES REQUIRED?

Status N/O

Are standpipes required?

4) ARE STANDPIPES PROPERLY MAINTAINED?

Status N/O

Are standpipes properly maintained?

FIRE ALARM SYSTEMS**FIRE ALARM SYSTEMS (3)****Questions (3)****1) IS A FIRE ALARM SYSTEM REQUIRED?**

Status N/O

Is a fire alarm system required?

2) IS THE ALARM SYSTEM PROPERLY MAINTAINED?

Status N/O

Is the alarm system properly maintained?

3) ARE SMOKE DETECTORS REQUIRED?

Status N/O

Are smoke detectors required?

FIRE RESISTIVE CONSTRUCTION**FIRE RESISTIVE CONSTRUCTION (3)****Questions (3)****1) IS REQUIRED FIRE-RESISTIVE CONSTRUCTION IN TACT AND IN GOOD REPAIR?**

Status PASS

Is required fire-resistive construction in tact and in good repair?

2) ARE REQUIRED FIRE ASSEMBLIES UNOBSTRUCTED AND IN GOOD OPERATING ORDER?

Status PASS

Are required fire assemblies unobstructed and in good operating order?

3) ARE INTERIOR CEILINGS AND WALLS IN GOOD REPAIR?

Status PASS

Are interior ceilings and walls in good repair?

STORAGE**STORAGE (5)****Questions (5)****1) IS STORAGE NEAT AND ORDERLY?**

Status PASS

Risk Type:

Is storage neat and orderly?

2) IS STORAGE 24 INCHES BELOW CEILING AND 18 INCHES BELOW SPRINKLER HEADS?

Status PASS

Is storage 24 inches below ceiling and 18 inches below sprinkler heads?

3) IS STORAGE FOUND IN EXITS OR EXIT ENCLOSURES?

Status PASS

Is storage found in exits or exit enclosures?

4) IS THERE STORAGE IN EQUIPMENT ROOMS?

Status PASS

Is there storage in equipment rooms?

5) IS THERE STORAGE IN ATTIC, UNDER-FLOOR, OR CONCEALED AREAS?

Status PASS

Is there storage in attic, under-floor, or concealed areas?

SERVICE STATIONS**SERVICE STATIONS (4)****Questions (4)****1) ARE "NO SMOKING" AND "STOP ENGINE" SIGNS POSTED?**

Status N/O

Are "No Smoking" and "Stop Engine" signs posted?

2) ARE FUELING SYSTEMS MAINTAINED IN PROPER OPERATING CONDITION?

Status N/O

Are fueling systems maintained in proper operating condition?

3) ARE EMERGENCY SHUTDOWN DEVICES LOCATED WITHIN 100FT. OF DISPENSERS?

Status N/O

Are emergency shutdown devices located within 100ft. of dispensers?

4) IS FUEL BURNING HEATING EQUIPMENT LOCATED AT LEAST 18 INCHES ABOVE THE FLOOR?

Status N/O

Is fuel burning heating equipment located at least 18 inches above the floor?

FLAMMABLE LIQUID STORAGE**FLAMMABLE LIQUID STORAGE (4)****Questions (4)****1) IS THERE STORAGE OF CLASS I LIQUIDS?**

Status N/O

Is there storage of Class I liquids?

2) IS THERE STORAGE OF CLASS II AND CLASS III LIQUIDS?

Status N/O

Risk Type:

Is there storage of Class II and Class III liquids?

3) ARE FLAMMABLE LIQUIDS STORED IN STORAGE CABINETS?

Status N/O

Are flammable liquids stored in storage cabinets?

4) ARE FLAMMABLE LIQUIDS STORED IN SPECIAL STORAGE ROOMS?

Status N/O

Are flammable liquids stored in special storage rooms?

COMPRESSED GAS STORAGE**COMPRESSED GAS STORAGE (4)****Questions (4)****1) ARE GAS CYLINDERS PROPERLY SECURED?**

Status N/O

Are gas cylinders properly secured?

2) ARE TANKS STORED IN AN UPRIGHT POSITION?

Status N/O

Are tanks stored in an upright position?

3) ARE TANKS PROTECTED FROM PHYSICAL DAMAGE?

Status N/O

Are tanks protected from physical damage?

4) ARE TANKS SEPARATED FROM COMBUSTIBLE WASTE AND VEGETATION?

Status N/O

Are tanks separated from combustible waste and vegetation?

NATURAL GAS**NATURAL GAS (1)****Questions (1)****1) IS METER AND OUTSIDE PIPING PROTECTED FROM PHYSICAL DAMAGE?**

Status PASS

Is meter and outside piping protected from physical damage?

INSPECTOR'S NOTES/OBSERVATIONS**INSPECTOR'S NOTES/OBSERVATIONS (1)****Questions (1)****1) INSPECTOR'S NOTES/OBSERVATIONS**

Status PASS

Inspector's Notes/Observations

Business Name: Club Stiletto

Clarksville Fire Rescue

Risk Type:

REMARKS / ATTACHMENTS

Remarks

PASS

Inspection Notes

PASS

NOTICE OF FIRE & SAFETY HAZARDS

VIOLATIONS NOTED AT TIME OF
INSPECTION

No

SIGNATURES

Inspector Signature



Date

05/21/2024

1/50

AFTER-HOURS ESTABLISHMENT

APPLICATION FOR INITIAL OR RENEWAL LICENSES

Non-refundable Fees Initial Application - \$250.00
 Renewal - \$150.00
 Late fee - \$50.00
 Registered Manager Investigation fee - \$50.00 each

Items to include with application

- ✓ Copy of individual applicant's state or federal issued identification card
- Proof of property ownership — lease
- Proof of right to possession of the premises (copy of lease)
- Sketch/diagram of licensed premises (include entrances, exits, parking)
- Copy valid Tennessee sales tax permit —
- Copy of valid general business license, as may be required by law
- Detailed security plan
- Detailed emergency evacuation plan

DATE OF APPLICATION: _____

ESTABLISHMENT INFORMATION

BUSINESS LEGAL NAME Strawberry LLC
D/B/A NAME The Pony
PHYSICAL BUSINESS ADDRESS 110 Tiny Town Road, Suite D Clarksville TN 37042
BUSINESS MAILING ADDRESS 110 Tiny Town Rd Suite D Clarksville, TN 37042
TELEPHONE 931-494-4216 (home) _____ (cell) _____ (other) _____

MANAGER INFORMATION

NAME OF REGISTERED MANAGER (may be more than one)

- 1) Gary Hayward
- 2) _____
- 3) _____
- 4) _____
- 5) _____

2/50

CORPORATION, PARTNERSHIP OR LLC INFORMATION

NAME OF CORPORATION Strawberry LLC
ADDRESS 110 Tiny Town Road, Suite D Clarksville TN 37042
TELEPHONE 931-246-4669 (primary) _____ (alternate)
FEDERAL ID NUMBER 99-2402927

APPLICANT INFORMATION

NAME _____
RESIDENCE ADDRESS _____
MAILING ADDRESS _____
TELEPHONE _____ (home) _____ (cell) _____ (other)
DATE OF BIRTH _____ SOCIAL SECURITY NUMBER _____
For additional applicants - include information on last page

CORPORATION, PARTNERSHIP OR LLC

Only complete the following section if the business is a corporation, partnership or LLC - for each member of the Board of Directors, Officers, Partners or Stockholders holding at least 10% interest

NAME Gary Hayward
POSITION HELD ON BOARD President
RESIDENCE ADDRESS 2539 TRIANA CIRCLE , HENDERSON NV 89074
MAILING ADDRESS 110 Tiny Town Road, Suite D Clarksville TN 37042
TELEPHONE 931-246-4669 (home) _____ (cell) _____ (other)
DATE OF BIRTH 11/23/1987 SOCIAL SECURITY NUMBER [REDACTED]

NAME _____
POSITION HELD ON BOARD _____
RESIDENCE ADDRESS _____
MAILING ADDRESS _____
TELEPHONE _____ (home) _____ (cell) _____ (other)
DATE OF BIRTH _____ SOCIAL SECURITY NUMBER _____

NAME _____
POSITION HELD ON BOARD _____
RESIDENCE ADDRESS _____
MAILING ADDRESS _____
TELEPHONE _____ (home) _____ (cell) _____ (other)
DATE OF BIRTH _____ SOCIAL SECURITY NUMBER _____

For additional board members - include information on last page

3/50

PROPERTY OWNER OF PHYSICAL LOCATION INFORMATION

OWNER NAME Whitlow Paul, Whitlow Jackie
RESIDENCE ADDRESS (1084 Meriwether Rd Clarksville TN 37040
MAILING ADDRESS 1084 Meriwether Rd Clarksville TN 37040
TELEPHONE 931-494-4216 (home) _____ (cell) _____ (other) _____

FELONY INFORMATION

Has any person required to be listed on this application ever been charged with or convicted of a felony?

Yes _____ If yes, details must be provided below No ☒

Name: _____

Offense charged or convicted _____

Court having jurisdiction: _____

Docket or file number of case _____ Date of offense _____

Date of charge by warrant or indictment _____

Date of conviction (if any) _____ Date of disposition of the charge _____

Disposition or adjudication of the charge or sentence imposed _____

Include additional offenses on last page

CRIMINAL LAW OR MISDEMEANOR INFORMATION

Has any person required to be listed on this application ever been convicted of any criminal law, including misdemeanors involving alcohol, illegal drugs or violence, crime of moral turpitude within 5 years of the date of this application?

Yes _____ If yes, details must be provided below No ☒

Name: _____

Offense name _____

Court having jurisdiction _____

Docket or file number of case _____ Date of offense _____

Date of charge by warrant or indictment _____

Date of conviction (if any) _____ Date of disposition of the charge _____

Disposition or adjudication of the charge or sentence imposed _____

Include additional offenses on last page

4/50

PREVIOUS DENIAL, SUSPENSION OR REVOKATION INFORMATION

Has any person required to be listed on this application ever had a license or permit for the sale of intoxicating liquor, beer, wine or alcoholic beverage or any other license similar to an after-hours establishment denied, suspended or revoked within the past 10 years from the date of application?

Yes _____ If yes, details must be provided below No ☒

Name of Court _____

Administrative entity _____

Name of case _____

Docket or file number of case _____

Date of any adjudication or administrative filing _____

Include additional information on last page

PUBLIC NUISANCE INFORMATION

Has any person required to be listed on this application ever owned in part or operated in any way any entity, business or club been declared a public nuisance within the past 10 years of the date of this application?

Yes _____ If yes, details must be provided below No ☒

Name of Court _____

Administrative entity _____

Name of case _____

Docket or file number of case _____

Date of any adjudication or administrative filing _____

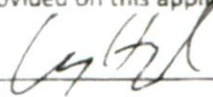
Include additional information on last page

GRANTING OF CONSENT

Police, fire and building may enter upon the establishment without warrant to inspect for violations of this Ordinance 41-2014-15, City Code, State and/or Federal law of general application. Further, understand if any change occurs in the information or circumstances affecting responses to this application – notification, amendment and supplemental information is required to be promptly provided to the Finance and Revenue Department and written notification provided to the Board, any and all information related to the change. Failure to provide notification within thirty (30) days from date of occurrence shall be grounds for denial of application, if license already issued, shall be grounds for suspension or revocation of such after-hours establishment license. I (we) understand we are required to submit information in regards to registered manager(s) of the establishment to the board. A manager shall be on the premises at all times while open to the public.

5/50

By my signature I (we) have read and fully, understand, agree to comply with, and further consent to any and all requirements the City of Clarksville Charter, Code of Ordinances and specifically to Ordinance 41-2014-15 "After Hours Establishments" as may be amended from time to time. I (we) further certify all information provided on this application is accurate.

Signature 

Gary Hayward

Printed Name

04.11.2024

Date

NOTARY PUBLIC

State of Nevada

County of Clark

On this 11 day of April 3, 20 24, before me, the undersigned notary public appeared Gary Hayward (applicant name). Provided to me as satisfactory evidence of identification Drivers License (type or personally known) to be the person whose name is signed above in my presence.




Signature of Notary Public

May 31, 2025
Notary Seal - Commission Expires

6/50

ATTACHMENTS

ADDITIONAL APPLICANT INFORMATION

NAME _____
RESIDENCE ADDRESS _____
MAILING ADDRESS _____
TELEPHONE _____ (home) _____ (cell) _____ (other) _____
DATE OF BIRTH _____ SOCIAL SECURITY NUMBER _____

ADDITIONAL CORPORATION, PARTNERSHIP OR LCC INFORMATION

NAME _____
POSITION HELD ON BOARD _____
RESIDENCE ADDRESS _____
MAILING ADDRESS _____
TELEPHONE _____ (home) _____ (cell) _____ (other) _____
DATE OF BIRTH _____ SOCIAL SECURITY NUMBER _____

ADDITIONAL OFFENSE INFORMATION

Select which type of offense the following information is being provided for

Felony _____ Criminal Law/Misdemeanor _____ Public Nuisance _____

Name _____

Offense charged or convicted _____

Court having jurisdiction _____

Docket or file number of case _____ Date of offense _____

Date of charge by warrant or indictment _____

Date of conviction (if any) _____ Date of disposition of the charge _____

Disposition or adjudication of the charge or sentence imposed _____

7/50

NEVADA USA **DRIVER LICENSE**



4d DL NO. [REDACTED]
i3DOB 11/23/1987
1 HAYWARD
2 GARY MARTIN GABRIEL
8 2539 TRIANA CIR
HENDERSON, NV 89074-6206

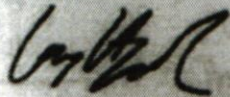
9 CLASS C
12 REST NONE

4a ISS
11/09/2022

4b EXP
11/23/2027

15 SEX M
16 HGT 6'-03"
17 WGT 200 lbs
18 EYES GRN
19 HAIR BRN

5 DD 000169686240737383535





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Amendment to Lease

The Lease dated August 14, 2023 between 931 Realty and Potato, LLC, a Tennessee limited liability company, for 110 Tiny Town Road Units C and D Clarksville, TN 37642 is hereby assigned to the new tenant Strawberry LLC, a Tennessee limited liability company. This does not wave the lease or any part of the lease.

Potato LLC is no longer party to the lease.

Tenant

Date

931 Realty

Date

COMMERCIAL LEASE AGREEMENT (Single – Tenant Facilities)

For and in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Patato, LLC, a Tennessee LLC as tenant (hereinafter referred to as "Tenant"), and 931 Realty as landlord (hereinafter referred to as "Landlord"), do hereby enter into this Lease Agreement ("Lease" or "Agreement") on this 1 day of August, 2023 ("Binding Agreement Date"). Landlord leases to Tenant, and Tenant leases from Landlord, the Property described as follows: All that tract of land known as: 110 Tiny Town Rd Unit C (Address), Clarksville (City), Tennessee, 37042 (Zip), as recorded in Montgomery County Register of Deeds Office, V674 deed book(s) 2459 page(s), and/or instrument no. and further described as: 005L A 01300 000

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

1. **Term.** term of this lease shall begin either on the earlier of the completion of work described in any attached Work Letter or 08/01/2023 ("Commencement Date"). The initial term of this Lease shall be for 3 years, 0 months following the Commencement Date ("Expiration Date").

☒ **Option to Extend.** This lease shall extend at the end of the term for a period of 3 years 0 months ending on 08/01/2026, if written notice is given to landlord by tenant 90 days prior to the Expiration Date. Any other change in terms shall be agreed upon via an addendum or amendment to this Agreement.

☐ **No extension**

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

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

\$2,500

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

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4. **Late Payment; Service Charge for Returned Checks.** Rent not paid in full by the fifth (5th) day of the month shall be late. Landlord shall have no obligation to accept any Rent not received by the fifth (5th) of the month. In the event a check is returned by the institution upon which it is drawn for any reason, Tenant shall pay a fee of \$ 45.00. If late payment is made and Landlord accepts the same, the payment must be in the form of cash, cashier's check or money order and must include a late charge of \$ 300.00 and, if applicable, a service charge for any returned check as stated above. Landlord reserves the right to refuse to accept uncertified funds from Tenant after one or more of Tenant's payments have been returned by the bank unpaid. Tenant waives notice and demand as to all payments of Rent due hereunder.

5. **Security Deposit.**

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

☒ **Landlord Holding Security Deposit.**

- (1) Tenant has paid to Landlord as security for Tenant's fulfillment of the conditions of this Lease a security deposit of Two Thousand Five Hundred Dollars (\$ 2,500.00) in cash, money order and/or check ("Security Deposit").
- (2) Landlord shall deposit the Security Deposit in Landlord's general account with Landlord retaining the interest if the account is interest bearing. Tenant acknowledges and agrees that Landlord shall have the right to use such funds for whatever purpose Landlord sees fit, and such funds will not be segregated or set apart in any manner.
- (3) Tenant recognizes and accepts the risk of depositing the Security Deposit with Landlord. Tenant acknowledges that Tenant has not relied upon the advice of any Broker in deciding to pay such Security Deposit to Landlord. Landlord and Tenant acknowledge and agree that:
 - (a) Broker has no responsibility for, or control over, any Security Deposit deposited with Landlord;
 - (b) Broker has no ability or obligation to insure that the Security Deposit is properly applied or deposited;
 - (c) The disposition of the Security Deposit is the sole responsibility of Landlord and Tenant as herein provided; and
 - (d) Landlord and Tenant agree to indemnify and hold harmless Broker and Broker's affiliated licensees against all claims, damages, losses, expenses or liability arising from the handling of the Security Deposit by Landlord.
- (4) Landlord shall return Security Deposit to Tenant, after deducting any sum which Tenant owes Landlord hereunder, or any sum which Landlord may expend to repair Property arising out of or related to Tenant's occupancy hereunder, abandonment of the Property or default in this Lease (provided Landlord attempts to mitigate such actual damage), including but not limited to any repair, replacement, cleaning or painting of the Property reasonably necessary due to the negligence, carelessness, accident, or abuse of Tenant or Tenant's employees, agents, invitees, guests, or licensees. In the event Landlord elects to retain any part of the Security Deposit, Landlord shall promptly provide Tenant with a written statement setting forth the reasons for the retention of any portion of the Security Deposit, including the damages for which any portion of the Security Deposit is retained. The use and application of the Security Deposit by Landlord shall be at the discretion of the Landlord. Appropriation by Landlord of all or part of the Security Deposit shall not be an exclusive remedy for Landlord, but shall be cumulative, and in addition to all remedies of Landlord at law or under this Lease. The Tenant may not apply the Security Deposit to any Rent payment.

☐ **Broker Holding Security Deposit.**

- (1) Tenant has paid to Broker 931 Realty (acting as "Broker/Holder") located at 207 Honey Trail Chapmansboro, TN 37035 (Address of Broker/Holder) as security for Tenant's fulfillment of the conditions of this Lease ("Security Deposit") Three Thousand Dollars (\$ 3,000.00) in ☐ cash, ☒ money order and/or ☐ check.
- (2) Broker/Holder shall deposit the Security Deposit in Broker/Holder's escrow/trustee account (with N/A retaining the interest if the account is interest bearing) within five (5) Banking Days from the Binding Agreement Date. In the event that Broker/Holder's escrow/trustee account is interest bearing, interest on the Security Deposit shall be disbursed in the following manner:
N/A

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

B. General Provisions Regarding Security Deposit.

(1) In the event any Security Deposit check is not honored, for any reason, by the bank upon which it is drawn, the holder or Broker/Holder thereof shall promptly notify the other parties and Broker(s) to this Lease. Tenant shall have three (3) Business Days after notice to deliver good funds to the holder or Broker/Holder. In the event Tenant does not timely deliver good funds to the holder or Broker/Holder, the Landlord shall have the right to terminate this Agreement upon written notice to the Tenant.

(2) The entire Security Deposit, if held by Landlord, will be returned to Tenant within thirty (30) days after the Property is vacated if:

- (a) The term of the Lease has expired or the Lease has been terminated in writing by the mutual consent of both parties;
- (b) All monies due under this Lease by Tenant have been paid;
- (c) The Property is not damaged and is left in its original condition, normal wear and tear excepted;
- (d) All keys have been returned; and
- (e) Tenant is not in default under any of the terms of this Lease.

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

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

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

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Security alarm ☒ ☐ Other N/A ☐ ☐

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

Upon receipt of written notice from Tenant, Landlord shall, within a reasonable time period thereafter, repair all defects in those facilities and systems that are the responsibility of Landlord to maintain in good working order and repair. If Tenant does not promptly perform its maintenance and repair obligations as set forth herein, Landlord may make such repairs and/or replacements and supply Tenant with an invoice for said repairs and/or replacements. Tenant shall promptly pay the costs of the same within 5 days of receipt of invoice. Tenant waives any further notice of amount due for any repairs or replacements under this Lease. Landlord shall not be liable to Tenant for any damage caused by any of the above referenced systems or facilities or by water coming through or around the roof or any door, flashing, skylight, vent, window, or the like in or about the Property, except if such damage is due to the gross negligence or willful misconduct of Landlord. Tenant shall be responsible for the reasonable costs of repairs made necessary by the negligent or willful misconduct of Tenant (including Tenant's employees, agents, invitees, guests, or licensees).

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

- ☐ General cleaning and janitorial service of the interior of the Property N/A times a week.
- ☐ Concierge service as follows: N/A
- ☐ Parking attendant as follows: N/A
- ☐ Property monitor as follows: N/A
- ☐ Trash collection service N/A times per week.
- ☐ Soap, paper towels, and toilet tissue for restrooms N/A times per week.
- ☐ Replacement of all light bulbs and repair and maintenance of all light fixtures located in the interior of the Property N/A
- ☐ Other N/A

Landlord shall not be liable for the nonperformance or inadequate performance of such services by third parties. Tenant shall be responsible for the costs and provision of any services that Landlord has not expressly agreed to pay for in this Lease. Tenant agrees to provide services not provided by Landlord that are necessary to keep the Property in good order, condition, and repair, normal wear and tear excepted. If Tenant does not provide such services, Landlord may then provide such services and supply Tenant with an invoice for said repairs and/or replacements. Tenant shall promptly pay Landlord the costs for such services within 5 days of receipt of invoice. Tenant waives any further notice of amount due for any repairs or replacements under this Lease.

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

UTILITY	TENANT	LANDLORD	UTILITY	TENANT	LANDLORD
Water	☒	☐	Sewer	☒	☐
Electricity	☒	☐	Natural Gas	☒	☐
Garbage	☒	☐	Cable Television	☒	☐
Telephone	☒	☐	Internet Service	☒	☐
Other <u>N/A</u>				☐	☐

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

9. **Termination / Holding Over.** Either party may terminate this Lease at the end of the Term by giving the other party 90 days written notice prior to the end of the Term. If neither party gives notice of termination, a Holding Over period shall result. Any Holding Over by the Tenant of the Property after the expiration of this Lease shall operate and be

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

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

11. Right of Access, Signage. Landlord and Landlord's agents shall have the right to access the Property for inspection, repairs and maintenance during reasonable hours. In the case of emergency, Landlord may enter the Property at any time to protect life and prevent damage to the Property without liability for such entry. During the last 3 months of the term, Landlord and/or Landlord's agents may place a "for rent" or "for sale" sign on the interior and exterior of the Property, and may show Property to prospective tenants or purchasers during reasonable hours. Tenant agrees to cooperate with Landlord, Landlord's agent and Brokers who may show the Property to prospective tenants and/or purchasers. Tenant shall secure valuables and agrees to hold Landlord and/or Landlord's agent and Brokers harmless for any loss thereof. For each occasion where the access rights described above are denied, Tenant shall pay Landlord the sum of \$ 1,000.00 as liquidated damages; it being acknowledged that Landlord shall be damaged by the denial of access, that Landlord's actual damages are hard to estimate, and that the above amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty.

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

12. Use. The Property shall only be used for the purposes set out as follows:
Bar, Night Club, Lounge, Retail, and Adult Entertainment

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

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

14. Default.

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

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

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

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B. **Cure Period.** If Tenant defaults under any term, rule, condition or provision of this Lease, excluding failure to pay Rent or failure to reimburse Landlord for any damages, repairs or costs when due, Landlord shall provide Tenant with written notice of the breach. Tenant shall have 14 Business Days ("Cure Period") within which Tenant may cure said breach. In the event such default is curable within the cure period and Tenant has not cured the breach within the Cure Period, Landlord may, at Landlord's option, terminate this Lease by delivering written notice thereof to Tenant and pursue any remedies available herein or available to Landlord at law. If default is not curable within the cure period, but Tenant is diligently pursuing the cure, Landlord may allow Tenant additional days through a separate agreement to cure. In the event that Tenant cures the breach during the aforementioned Cure Period, a second violation of this Agreement within 3 months shall be grounds for the Landlord to terminate this Lease by providing written notice without an additional Cure Period.

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

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

15. Rules and Regulations.

A. Tenant is prohibited from adding, changing or in any way altering locks installed on the doors of Property without prior written permission of Landlord. If all keys to the Property are not returned when Tenant vacates the Property, Landlord may charge a re-key charge in the amount of \$ 200.00.

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

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

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

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

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

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

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

16. Abandonment or Vacating the Property.

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

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

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

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

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

19. Destruction of Property.

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

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

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

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

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

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

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

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

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

- ☒ **A. General Commercial Liability Insurance (or reasonable equivalent thereto).** Such insurance shall cover Property and Tenant's use thereof against claims for personal injury, bodily injury or death, property damage and products liability occurring upon, in, or about the Property. The limits of such policy shall be in such amounts as Landlord may from time to time reasonably require, but in any event not less than One Million Dollars (\$ 1,000,000.00) for each occurrence. Such insurance shall be endorsed to cover independent contractors and contractual liability. Such insurance shall extend to any liability of Tenant arising out of the indemnities provided for in this Lease.
- ☒ **B. Fire and Extended Coverage Insurance (or reasonable equivalent thereto).** Such insurance shall cover Tenant's interest in its improvements to the Property, and all furniture, equipment, supplies, inventory, and other property owned, leased, held or possessed by it and contained therein. Such insurance coverage shall be in an amount equal to not less than _____ percent (____%) of full replacement cost as updated from time to time during the Term of the Lease or any extensions thereof or Hold Over periods. Tenant shall promptly provide Landlord written notice in the event of any damages to persons or property occurring on the Property from fire, accident, or any other casualty.
- ☒ **C. Worker's Compensation Insurance (or reasonable equivalent thereto).** Such insurance shall include coverage as required by applicable law.
- ☒ **D. Contractors Insurance (or reasonable equivalent thereto).** If Tenant engages any contractor or subcontractor to construct improvements or perform any other work on the Property, Tenant shall require that such contractor or subcontractor have in force commercial general liability insurance, including personal injury coverage, contractual liability coverage, completed operations coverage, property damage endorsement, and, for any work which is subcontracted, contractors' protective liability coverage, insuring against any and all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of such work. The limits of such policy for both damage to property and bodily injury to be in such amounts as Landlord may from time to time reasonably require, but in any event not less than One Million Dollars (\$ 1,000,000.00) for each occurrence. Any such contractor or subcontractor shall also be required to maintain workers' compensation insurance as required by applicable law.
- ☐ **E. Plate Glass Insurance (or reasonable equivalent thereto).** Such insurance shall cover all plate glass and any glass signage located on the Property.

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

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

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

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

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

24. Agency and Brokerage.

A. Agency.

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

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B. Agency Disclosure.

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

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

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

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

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

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

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

Landlord's Initials _____ Tenant's Initials _____

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

- ☒ Negotiated by separate written agreement.
- ☐ \$ _____ or _____ % of the total Base Rent to be paid under the Lease, which shall be due and payable upon occupancy.
- ☐ \$ _____ or _____ % of Base Rents, which shall be due and payable upon a Tenant's monthly payment of Rent in the manner provided in the Rent Paragraph above. Said Commission shall be paid for the entire Term of the Lease or any extensions thereof or any Hold Over Period, regardless of any breach of this Lease by any party.
- ☐ \$ _____ OR _____ % of Base Rent Payable as follows:
 - ☐ _____ % of Commission upon lease execution.
 - ☐ _____ % upon Rent commencement or _____ % upon occupancy.

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

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

25. Other Provisions.

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

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

C. Definitions.

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

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

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

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

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

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

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

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

Landlord's address:

207 Honey Trail

Chapmansboro, TN 37035

Email r931realty@gmail.com

Tenant's address:

7451 Eastgate Road

Henderson, NV 89011

Email ryan@JANRA.com

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

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

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

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

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

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

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

Addendum A

Addendum B

21/50

28. Special Stipulations. The following Special Stipulations, if conflicting with any preceding paragraph, shall control:
Please see attached Addendum

(Mark box if additional pages are attached.)

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

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

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

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

TENANT Potato, LLC
By: Charles G Westlund
Title: Manager
Entity: Potato, LLC

8/11/23 at 9:30 o'clock ☒ am/ ☐ pm
Date

TENANT
By:
Title:
Entity:

at o'clock ☐ am/ ☐ pm
Date

LANDLORD 931 Realty
By: Rebecca Strong
Title: Realtor/Property Manager
Entity: 931 Realty

8/14/23 at 3:50 o'clock ☐ am/ ☒ pm
Date

LANDLORD
By:
Title:
Entity:

at o'clock ☐ am/ ☐ pm
Date

Emergency # for repairs

Emergency # for repairs

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

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

PRINT/TYPE NAME:

Leasing Broker/Firm
at o'clock ☐ am/ ☐ pm
Date

PRINT/TYPE NAME

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

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

PRINT/TYPE NAME:

Listing Broker/Firm
at o'clock ☐ am/ ☐ pm
Date

PRINT/TYPE NAME

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EXHIBIT A – Legal Description of the Property

Parcel # 005L A 01300 000

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Version 01/01/2023

COMMERCIAL LEASE AGREEMENT (Single – Tenant Facilities)

For and in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Patato, LLC, a Tennessee LLC as tenant (hereinafter referred to as "Tenant"), and 931 Realty as landlord (hereinafter referred to as "Landlord"), do hereby enter into this Lease Agreement ("Lease" or "Agreement") on this 1 day of August, 2023 ("Binding Agreement Date"). Landlord leases to Tenant, and Tenant leases from Landlord, the Property described as follows: All that tract of land known as: 110 Tiny Town Rd Unit D (Address), Clarksville (City), Tennessee, 37042 (Zip), as recorded in Montgomery County Register of Deeds Office, V674 deed book(s) 2459 page(s), and/or instrument no. and further described as: 005L A 01300 000

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

1. **Term.** term of this lease shall begin either on the earlier of the completion of work described in any attached Work Letter or 08/01/2023 ("Commencement Date"). The initial term of this Lease shall be for 3 years, 0 months following the Commencement Date ("Expiration Date").

☒ **Option to Extend.** This lease shall extend at the end of the term for a period of 3 years 0 months ending on 08/01/2026, if written notice is given to landlord by tenant 90 days prior to the Expiration Date. Any other change in terms shall be agreed upon via an addendum or amendment to this Agreement.

☐ **No extension**

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

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

\$3,000

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

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4. **Late Payment; Service Charge for Returned Checks.** Rent not paid in full by the fifth (5th) day of the month shall be late. Landlord shall have no obligation to accept any Rent not received by the fifth (5th) of the month. In the event a check is returned by the institution upon which it is drawn for any reason, Tenant shall pay a fee of \$ 45.00. If late payment is made and Landlord accepts the same, the payment must be in the form of cash, cashier's check or money order and must include a late charge of \$ 300.00 and, if applicable, a service charge for any returned check as stated above. Landlord reserves the right to refuse to accept uncertified funds from Tenant after one or more of Tenant's payments have been returned by the bank unpaid. Tenant waives notice and demand as to all payments of Rent due hereunder.

5. **Security Deposit.**

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

☒ **Landlord Holding Security Deposit.**

(1) Tenant has paid to Landlord as security for Tenant's fulfillment of the conditions of this Lease a security deposit of Three Thousand Dollars

(\$ 3,000.00) in cash, money order and/or check ("Security Deposit").

(2) Landlord shall deposit the Security Deposit in Landlord's general account with Landlord retaining the interest if the account is interest bearing. Tenant acknowledges and agrees that Landlord shall have the right to use such funds for whatever purpose Landlord sees fit, and such funds will not be segregated or set apart in any manner.

(3) Tenant recognizes and accepts the risk of depositing the Security Deposit with Landlord. Tenant acknowledges that Tenant has not relied upon the advice of any Broker in deciding to pay such Security Deposit to Landlord. Landlord and Tenant acknowledge and agree that:

(a) Broker has no responsibility for, or control over, any Security Deposit deposited with Landlord;

(b) Broker has no ability or obligation to insure that the Security Deposit is properly applied or deposited;

(c) The disposition of the Security Deposit is the sole responsibility of Landlord and Tenant as herein provided; and

(d) Landlord and Tenant agree to indemnify and hold harmless Broker and Broker's affiliated licensees against all claims, damages, losses, expenses or liability arising from the handling of the Security Deposit by Landlord.

(4) Landlord shall return Security Deposit to Tenant, after deducting any sum which Tenant owes Landlord hereunder, or any sum which Landlord may expend to repair Property arising out of or related to Tenant's occupancy hereunder, abandonment of the Property or default in this Lease (provided Landlord attempts to mitigate such actual damage), including but not limited to any repair, replacement, cleaning or painting of the Property reasonably necessary due to the negligence, carelessness, accident, or abuse of Tenant or Tenant's employees, agents, invitees, guests, or licensees. In the event Landlord elects to retain any part of the Security Deposit, Landlord shall promptly provide Tenant with a written statement setting forth the reasons for the retention of any portion of the Security Deposit, including the damages for which any portion of the Security Deposit is retained. The use and application of the Security Deposit by Landlord shall be at the discretion of the Landlord. Appropriation by Landlord of all or part of the Security Deposit shall not be an exclusive remedy for Landlord, but shall be cumulative, and in addition to all remedies of Landlord at law or under this Lease. The Tenant may not apply the Security Deposit to any Rent payment.

☐ **Broker Holding Security Deposit.**

(1) Tenant has paid to Broker 931 Realty (acting as "Broker/Holder") located at 207 Honey Trail Chapmansboro, TN 37035 (Address of Broker/Holder) as security for Tenant's fulfillment of the conditions of this Lease ("Security Deposit") Three Thousand Dollars (\$ 3,000.00) in ☐ cash, ☒ money order and/or ☐ check.

(2) Broker/Holder shall deposit the Security Deposit in Broker/Holder's escrow/trustee account (with N/A retaining the interest if the account is interest bearing) within five (5) Banking Days from the Binding Agreement Date. In the event that Broker/Holder's escrow/trustee account is interest bearing, interest on the Security Deposit shall be disbursed in the following manner: N/A

25/50

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

B. General Provisions Regarding Security Deposit.

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

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

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

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

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148 Security alarm ☒ ☐ Other N/A ☐ ☐

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

151 Upon receipt of written notice from Tenant, Landlord shall, within a reasonable time period thereafter, repair all defects in
152 those facilities and systems that are the responsibility of Landlord to maintain in good working order and repair. If Tenant
153 does not promptly perform its maintenance and repair obligations as set forth herein, Landlord may make such repairs
154 and/or replacements and supply Tenant with an invoice for said repairs and/or replacements. Tenant shall promptly pay
155 the costs of the same within 5 days of receipt of invoice. Tenant waives any further notice of amount due for any
156 repairs or replacements under this Lease. Landlord shall not be liable to Tenant for any damage caused by any of the
157 above referenced systems or facilities or by water coming through or around the roof or any door, flashing, skylight, vent,
158 window, or the like in or about the Property, except if such damage is due to the gross negligence or willful misconduct of
159 Landlord. Tenant shall be responsible for the reasonable costs of repairs made necessary by the negligent or willful
160 misconduct of Tenant (including Tenant's employees, agents, invitees, guests, or licensees).

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

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

172 Landlord shall not be liable for the nonperformance or inadequate performance of such services by third parties. Tenant
173 shall be responsible for the costs and provision of any services that Landlord has not expressly agreed to pay for in this
174 Lease. Tenant agrees to provide services not provided by Landlord that are necessary to keep the Property in good order,
175 condition, and repair, normal wear and tear excepted. If Tenant does not provide such services, Landlord may then provide
176 such services and supply Tenant with an invoice for said repairs and/or replacements. Tenant shall promptly pay Landlord
177 the costs for such services within 5 days of receipt of invoice. Tenant waives any further notice of amount due for any
178 repairs or replacements under this Lease.

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

181 UTILITY	TENANT	LANDLORD	UTILITY	TENANT	LANDLORD
182 Water	☒	☐	Sewer	☒	☐
183 Electricity	☒	☐	Natural Gas	☒	☐
184 Garbage	☒	☐	Cable Television	☒	☐
185 Telephone	☒	☐	Internet Service	☒	☐
186 Other <u>N/A</u>				☐	☐

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

192 9. **Termination / Holding Over.** Either party may terminate this Lease at the end of the Term by giving the other party
193 90 days written notice prior to the end of the Term. If neither party gives notice of termination, a Holding Over
194 period shall result. Any Holding Over by the Tenant of the Property after the expiration of this Lease shall operate and be

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

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

11. Right of Access, Signage. Landlord and Landlord's agents shall have the right to access the Property for inspection, repairs and maintenance during reasonable hours. In the case of emergency, Landlord may enter the Property at any time to protect life and prevent damage to the Property without liability for such entry. During the last 3 months of the term, Landlord and/or Landlord's agents may place a "for rent" or "for sale" sign on the interior and exterior of the Property, and may show Property to prospective tenants or purchasers during reasonable hours. Tenant agrees to cooperate with Landlord, Landlord's agent and Brokers who may show the Property to prospective tenants and/or purchasers. Tenant shall secure valuables and agrees to hold Landlord and/or Landlord's agent and Brokers harmless for any loss thereof. For each occasion where the access rights described above are denied, Tenant shall pay Landlord the sum of \$ 1,000.00 as liquidated damages; it being acknowledged that Landlord shall be damaged by the denial of access, that Landlord's actual damages are hard to estimate, and that the above amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty.

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

12. Use. The Property shall only be used for the purposes set out as follows:
Bar, Night Club, Lounge, Retail, and Adult Entertainment

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

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

14. Default.

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

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

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

- B. **Cure Period.** If Tenant defaults under any term, rule, condition or provision of this Lease, excluding failure to pay Rent or failure to reimburse Landlord for any damages, repairs or costs when due, Landlord shall provide Tenant with written notice of the breach. Tenant shall have 14 Business Days ("Cure Period") within which Tenant may cure said breach. In the event such default is curable within the cure period and Tenant has not cured the breach within the Cure Period, Landlord may, at Landlord's option, terminate this Lease by delivering written notice thereof to Tenant and pursue any remedies available herein or available to Landlord at law. If default is not curable within the cure period, but Tenant is diligently pursuing the cure, Landlord may allow Tenant additional days through a separate agreement to cure. In the event that Tenant cures the breach during the aforementioned Cure Period, a second violation of this Agreement within 3 months shall be grounds for the Landlord to terminate this Lease by providing written notice without an additional Cure Period.
- C. All rights and remedies available to Landlord by law or in this Lease shall be cumulative and concurrent.
- D. In the event that either Tenant or Landlord hereto shall file suit for breach or enforcement of this Agreement, the prevailing party shall be entitled to recover all costs of such enforcement, including reasonable attorney's fees in addition to any other remedies available herein or permitted by law.

15. Rules and Regulations.

- A. Tenant is prohibited from adding, changing or in any way altering locks installed on the doors of Property without prior written permission of Landlord. If all keys to the Property are not returned when Tenant vacates the Property, Landlord may charge a re-key charge in the amount of \$ 200.00.
- B. Non-operative vehicles are not permitted on the Property. Any such non-operative vehicle may be removed by Landlord at the expense of Tenant, for storage or for public or private sale as permitted by applicable law, and Tenant shall have no right or recourse against Landlord thereafter.
- C. No goods or materials of any kind or description which are combustible or would increase fire risk shall be kept in or placed on the Property (except for goods and materials typically found in a general office use provided that the same are limited in quantity to that normally found in such use).
- D. No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be placed in walls, woodwork or any part of the Property.
- E. Tenant shall not place any objects or personal property on the Property in a manner that is inconsistent with the load limits of the Property. Tenant shall consult Landlord before placing any heavy furniture, file cabinets, or other equipment in the Property.
- F. If Landlord provides electricity and/or natural gas hereunder, Landlord shall provide heating and air conditioning to the Property between N/A a.m. and N/A p.m., Monday through Friday (*excluding Holidays*); between N/A a.m. and N/A p.m., Saturday; and between N/A a.m. and N/A p.m. Sunday as applicable. Tenant shall notify Landlord by 4:00 p.m. of the preceding Business Day of any requests for overtime heating and air conditioning. Landlord may charge Tenant its reasonable costs of providing such overtime heating and air conditioning.
- G. Tenant shall not, without Landlord's prior consent, use any equipment which uses electric current in excess of 110 volts, which will increase the amount of electricity ordinarily furnished for use of the Property as herein designated, or which requires clean circuits or other distribution circuits.
- H. Landlord may establish additional reasonable Rules and Regulations concerning the maintenance, use, and operation of the Property. A copy of any current additional Rules and Regulations are attached in Exhibit and are a part of this Lease. Amendments and additions to the Rules and Regulations shall be effective upon delivery of a copy thereof to Tenant and do not require Tenant's signature to be effective.

16. Abandonment or Vacating the Property.

- A. **Abandonment.** If Tenant removes or attempts to remove personal property from the Property other than in the usual course of continuing occupancy, without having first paid Landlord all monies due, the Property may be considered abandoned. In the event of abandonment, Landlord shall have the right to terminate the Lease.
- B. **Vacating Premises.** If Tenant removes personal property from the Property and/or ceases to do business at the Property before the termination of this Lease and any extensions thereof, Tenant shall be in default of this Lease. Landlord shall then have the right to exercise any of Landlord's remedies as contained herein or as available at law.

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

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

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

19. Destruction of Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. Agency and Brokerage.

A. Agency.

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

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B. Agency Disclosure.

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

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

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

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

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

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

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

Landlord's Initials _____ Tenant's Initials _____

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

☒ Negotiated by separate written agreement.

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

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

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

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

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- 506 ☐ plus _____ % of Base Rent on any renewals and/or extensions thereof payable on the 1st day of renewal or
 507 extension period.
- 508 ☐ Other
 509 N/A
 510
 511

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

519 **25. Other Provisions.**

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

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

526 **C. Definitions.**

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

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

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

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

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28. Special Stipulations. The following Special Stipulations, if conflicting with any preceding paragraph, shall control:
Please see attached Addendum

(Mark box if additional pages are attached.)

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

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

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

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

TENANT Potato, LLC

By: Charles G Westlund

Title: Manager

Entity: Potato, LLC

8/11/23 at 9:30 o'clock ☒ am/ ☐ pm

Date

LANDLORD 931 Realty

By: Rebecca Strong

Title: Realtor/Property Manager

Entity: 931 Realty

8/14/23 at 3:50 o'clock ☐ am/ ☒ pm

Date

Emergency # for repairs 931-644-9900

TENANT

By:

Title:

Entity:

at o'clock ☐ am/ ☐ pm

Date

LANDLORD

By:

Title:

Entity:

at o'clock ☐ am/ ☐ pm

Date

Emergency # for repairs

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

BY: Broker or Licensee Authorized by Broker

at o'clock ☐ am/ ☐ pm

Date

Leasing Broker/Firm

at o'clock ☐ am/ ☐ pm

Date

PRINT/TYPE NAME:

PRINT/TYPE NAME

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

BY: Broker or Licensee Authorized by Broker

at o'clock ☐ am/ ☐ pm

Date

Listing Broker/Firm

at o'clock ☐ am/ ☐ pm

Date

PRINT/TYPE NAME:

PRINT/TYPE NAME

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EXHIBIT A – Legal Description of the Property

Parcel # 005L A 01300 000

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ADDENDUM TO THE COMMERCIAL LEASE AGREEMENT

ADDENDUM A

Property Address: 110 Tiny Town Rd Unit D and C Clarksville TN 37042
 Tenant: Potato, LLC
 Landlord: 931 Realty

This ADDENDUM TO THE COMMERCIAL LEASE AGREEMENT (hereinafter "Addendum"), between the undersigned Landlord and Tenant is entered into and is effective as of the Binding Agreement Date provided in the Commercial Lease Agreement for the purpose of changing, deleting, supplementing or adding terms to said Commercial Lease Agreement. In consideration of mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

The Tenant will be given 3-3 year options for rent for the total of 9 years. At the end of each 3 year option the rent will increase to the market rate at that time. At the end of those 9 years additional lease terms can be negotiated.

Tenant shall not install any video/arcade games. Any ATM machine that are install tenant will give owners \$1.50 transaction fee per transaction.

Lines 322-326 do not apply to this lease.

Lines 438-518 do not apply to this lease.

931 Realty is working as the Property Management Company on behalf of the owner.

Lines 548-550 do not apply to this lease.

Cost of Collections Tenant agrees to pay all cost of collection including attorney fees, collection fees and contingent fees to collection agencies of not less than 37%, such contingency fee to be added and collected by the collection agency immediately upon your default and our referral of your account to said collection agency. This lease Agreement is a binding legal contract and is reported to a credit bureau upon occupancy of the premises. If Tenant prematurely terminates this lease, it may negatively impact Tenant's credit rating. Additionally, if Tenant prematurely terminates this Lease, all conditions of this Lease must be met. Landlord will seek civil damages, report derogatory credit standing to the credit bureau and seek payment of all outstanding debt through a credit collection agency or attorney.

Lines 590-596 do not apply to this lease.

Communication.

COMMUNICATION

Use of Facsimile, Digital or Email correspondence is acceptable forms of notice as provided for in State and Federal Law. Due to email communication being the main source used by 931 Realty; tenants MUST provide an active email account address.

TERMINATION OF LEASE AND RIGHT TO SHOW

Lessees agree to surrender peaceable and quiet possession of the premises to Lessor and/or 931 Realty on or upon the expiration or earlier termination of this lease in good order and condition, ordinary wear and tear expected. Lessee shall give 931 Realty at least 60 days written notice prior to vacating said premises. The Early Termination of Lease requires a \$500.00 Termination Fee and tenant will still be responsible for the property, utility connection and upkeep of the property until it is rented by another tenant. Early Termination will not be accepted unless \$500.00 is paid upfront with a completed 931 Realty Early Termination Notice Packet. Security Deposit will be forfeited due to not completing full lease term and you will still be responsible for any damage/cleaning charges as out of pocket expenses payable to Alliance Realty and Property Management with 14 days of invoice date or your balance will be forwarded to a legal office / collection company where a 37% fee will be added to your balance. You will be responsible to pay all cost of collection including attorney fees, collection fees and contingent fees to collection agencies of not less than 37%, such contingency fee to be added and collected by the collection agency immediately upon your default and our referral of your account to said collection agency and reported to the credit bureau. During the lease term, the Lessor and/or 931 Realty reserve the right to show the property at reasonable times to prospective tenants/purchasers. Lessee must make every attempt to keep property clean and maintained during times of showing.

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48 This Commercial Lease Addendum is made a part of the Commercial Lease Agreement as if quoted therein verbatim. Should
 49 the terms of this Commercial Lease Addendum conflict with the terms of the Commercial Lease Agreement or other documents
 50 executed prior to or simultaneous to the execution of this Commercial Lease Addendum, the terms of this Commercial Lease
 51 Addendum shall control, and the conflicting terms are hereby considered deleted and expressly waived by both Landlord and
 52 Tenant. In all other respects, the Commercial Lease Agreement shall remain in full force and effect.

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

54 

55 **TENANT** **TENANT**

56 By: Charles G. Westlund, Jr. By: _____

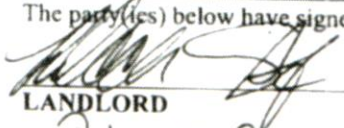
57 Title: Manager Title: _____

58 Entity: Potato, LLC Entity: _____

59 8/11/23 at 9:30 o'clock ☒ am/ ☐ pm _____ at _____ o'clock ☐ am/ ☐ pm

60 **Date** **Date**

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

62 

63 **LANDLORD** **LANDLORD**

64 By: Rebecca Strong By: _____

65 Title: Property Manager Title: _____

66 Entity: 931 Realty Entity: _____

67 8/14/23 at 3:50 o'clock ☐ am/ ☒ pm _____ at _____ o'clock ☐ am/ ☐ pm

68 **Date** **Date**

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

71

72 **BY: Broker or Licensee Authorized by Broker** **Leasing Broker/Firm**

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

74 **Date** **Date**

75

76 **PRINT/TYPE NAME:** **PRINT/TYPE NAME**

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

78

79 **BY: Broker or Licensee Authorized by Broker** **Listing Broker/Firm**

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

81 **Date** **Date**

82

83 **PRINT/TYPE NAME:** **PRINT/TYPE NAME**

NOTE: This form is provided by Tennessee REALTORS® to its members for their use in real estate transactions and is to be used as is. By downloading and/or using this form, you agree and covenant not to alter, amend, or edit said form or its contents except as where provided in the blank fields, and agree and acknowledge that any such alteration, amendment or edit of said form is done at your own risk. Use of the Tennessee REALTORS® logo in conjunction with any form other than standardized forms created by Tennessee REALTORS® is strictly prohibited. This form is subject to periodic revision and it is the responsibility of the member to use the most recent available form.

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39/50

ADDENDUM B

Lease of 110 Tiny Town Road, Units C & D, Clarksville, TN 37042

This Addendum is made as of the 1st of August, 2023, to the Commercial Lease Agreement between 931 Realty and Potato, LLC, a Tennessee limited liability company.

The following provisions shall be incorporated into the lease agreement. If any such provisions conflict with any terms in the original lease, the provisions hereof shall control.

1. Exterior Paint: Subject to local laws, Tenant shall have the right to paint the exterior of the premises to a color of its choosing, provided that upon termination of this Lease, Tenant repaints the building to its original color. Colors provided to 931 Realty are Pink, Purple, and Black.
2. Exterior Lighting: Subject to local laws, Tenant shall have the right to light the exterior of the premises with lighting equipment of its choosing, provided that upon termination of this Lease, Tenant removes the lighting equipment and repairs any damage its caused.
3. Exterior Signage: Subject to local laws, Tenant shall have the right to install any desired signage on the Property, including erecting pole sign adjacent to the street, provided that upon termination of this Lease Tenant removes the signage equipment and repairs any damage its caused.
4. Alterations: Tenant shall have the right and privilege at all times during the continuance of this Lease to make, at its own expense, such cosmetic alterations, changes, non-structural improvements and non-structural additions to the premises as tenant may desire provided such work when completed will not impair the structural integrity or soundness of the building. Tenant must provide detailed list of improvements to 931 Realty before any non-cosmetic alterations, changes, non-structural improvements, and additions are started, for owners approval. Nevertheless, all alterations require at least owner notification.
5. Option to Extend: Tenant is granted three (3) options to extend this Lease under which each option to extend shall extend the term for three (3) additional years. All renewal periods shall be within the same covenants, conditions, and provisions as provided in this Lease, unless either party has changes which would be executed by both parties in writing. Base rent shall increase at the going market rate at the time of renewal period.

40/50

All options to extend are considered automatically executed by Tenant with no notice required, unless Tenant provides written notice notifying Landlord of its intent not to renew. Market Rate increase shall not exceed 12% over the previous 3-year term. (i.e. no more the 4% a year)

6. Property Taxes: Tenant's obligation to pay Property Taxes as referenced in Section 21 of the Lease only applies to the portion of the property taxes relevant to Units C & D (i.e. 50% of the total Property Taxes)
7. Right of First Refusal: If Landlord desires to sell the Property to any party, Landlord shall first offer to sell the Property to Tenant in a written offer. Tenant has 72 hours to notify 931 Realty their intent to match the offer in writing. If Tenant does not notify 931 Realty in writing within 72 hours, Landlord has the right to move forward with other offers and waives Tenants option to purchase property.
8. Option to Purchase: Landlord hereby grants the Tenant the Option to Purchase the Property, exercisable by Tenant within ninety (90) days prior to each Option to Extend. Such option to purchase shall be exercisable by written notice of Tenant's election to exercise the Option to Purchase, with a closing to be completed within thirty (30) days of determining the purchase price. At closing, the Landlord shall deliver a Warranty Deed for the property sufficient to pass to Tenant good, fee simple, marketable, and insurable title to the Property, free and clear of all liens and encumbrances, accompanied with a title insurance commitment thereto. Landlord has the option to not sell property if they so desire.
9. Unavoidable Delays: If either Landlord or Tenant shall be prevented or delayed from punctually performing any obligation or satisfying any condition pursuant to this Lease by any strike, lockout, labor dispute, inability to obtain material, Act of God, governmental restriction, regulations or casualty to by any other force majeure event, the time to perform such obligation or satisfy such condition shall be postponed by the period of time equal to the delay. If either party shall, as a result of any such event, be unable to exercise any right or option within any time limit provided therefore in this Lease, the time for exercise thereof shall be postponed for the period of time equal to such delay.
10. Payment Remittance: All payments due to Landlord here under shall be paid via money order or cashiers check and mailed to

931 Realty

207 Honey Trail

Chapmansboro, TN 37035

4/1/50

Payments can also be made through Tenants online portal or directly to the bank at the following locations.

Legends Bank

Acct# 9818

2120 Wilma Rudolph Blvd

1950 Madison St

140 Dover Crossing Rd

1814 Tiny Town Rd

11. Consent of Landlord: Wherever the consent or approval of the Landlord is required in this Lease, such consent or approval shall not be unreasonably withheld or delayed or conditioned, If the Tenant does not receive written objections from the Landlord with in ten (10) days after Tenant has given notice requesting such consent or approval of the Landlord, then it shall be conclusively presumed that the Landlord has duly consented and approved.
12. Permits and Licenses: Landlord will give tenant documentation needed to pull permits that are approved by Landlord and 931 Realty.
13. Locks: Tenant may change door locks, if Landlord is provided a copy of the key within 24 hours.
14. Quiet Enjoyment: Landlord covenants and warrants that it owns good fee simple unencumbered marketable title to the leased promises, and that it now has the right to make this Lease for the term set forth herein. Tenant shall during the term demised, and all extensions thereof, peaceably and quietly occupy and enjoy the full possession of the premises hereby leased, and the tenements, improvements, hereditaments, and appurtenances thereto belonging, and the easements, rights, and privileges herein granted without molestation or hindrance, lawful or otherwise.
15. Successors: The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives and successors.
16. Rent Abatement: Tenant is hereby granted \$7,500 in permanently abated Base Rent for Unit C only, which shall be subtracted from the Pre-Paid Base Rent owed hereunder.
17. Key Money: Tenant shall pay \$74,000 upon execution of the Lease as "Key Money" to obtain possession of the Property. Key Money shall only be due once Tenant receives its After Hours Permit.

42/50

18. Pre-Paid Base Rent: Tenant shall pre-pay the first twelve (12) months of Base Rent upon execution of the Lease. Subsequent Base Rent payments shall be paid monthly as provided for the Lease. August rent needs to be paid immediately. Remaining 11 months of rent will be due once Tenant receives its After Hours Permit. Base rent is then due on the first of every month and late after the 5th. Once tenant receives After Hours Permit Remaining pre-paid rent will due and paid in full at that time.

19. Funding Upon Execution: The total Funds owed by Tenant upon execution of the Lease:

Deposit	\$3,000 Unit D Paid to 931 Realty
	\$2,500 Unit C Paid to 931 Realty
Key Money	\$74, 000 Paid to Paul and Jackie Whitlow
Pre-Paid Rent	\$58,500 Paid to 931 Realty
Total	\$138,000

Taxes will still need to be paid to 931 Realty.

20. Removal of Owners Items: Tenant must notify 931 Realty of Landlord's items being removed from property for owner to approve. Owner & Tenant will sign a written agreement of items being discarded.

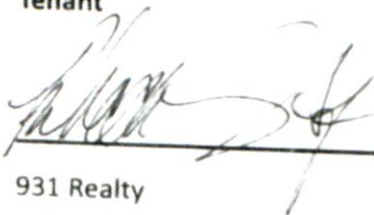
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the 1st day of August 2023.



Charles G Westlund

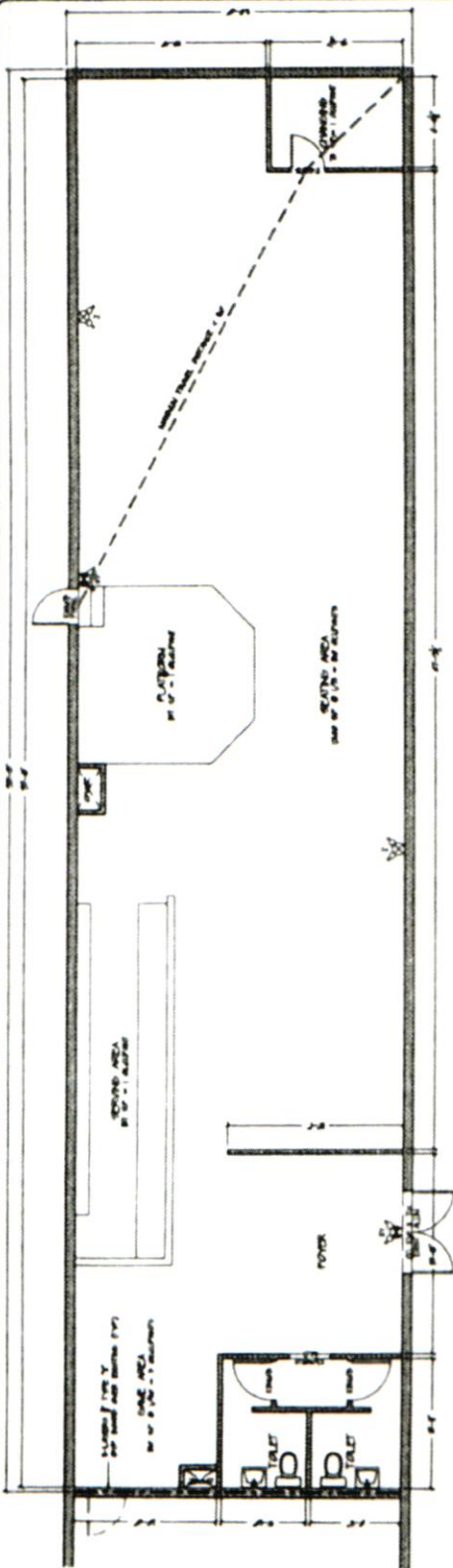
Potato, LLC a Tennessee limited liability company

Tenant



931 Realty

Landlord



① LIFE SAFETY PLAN

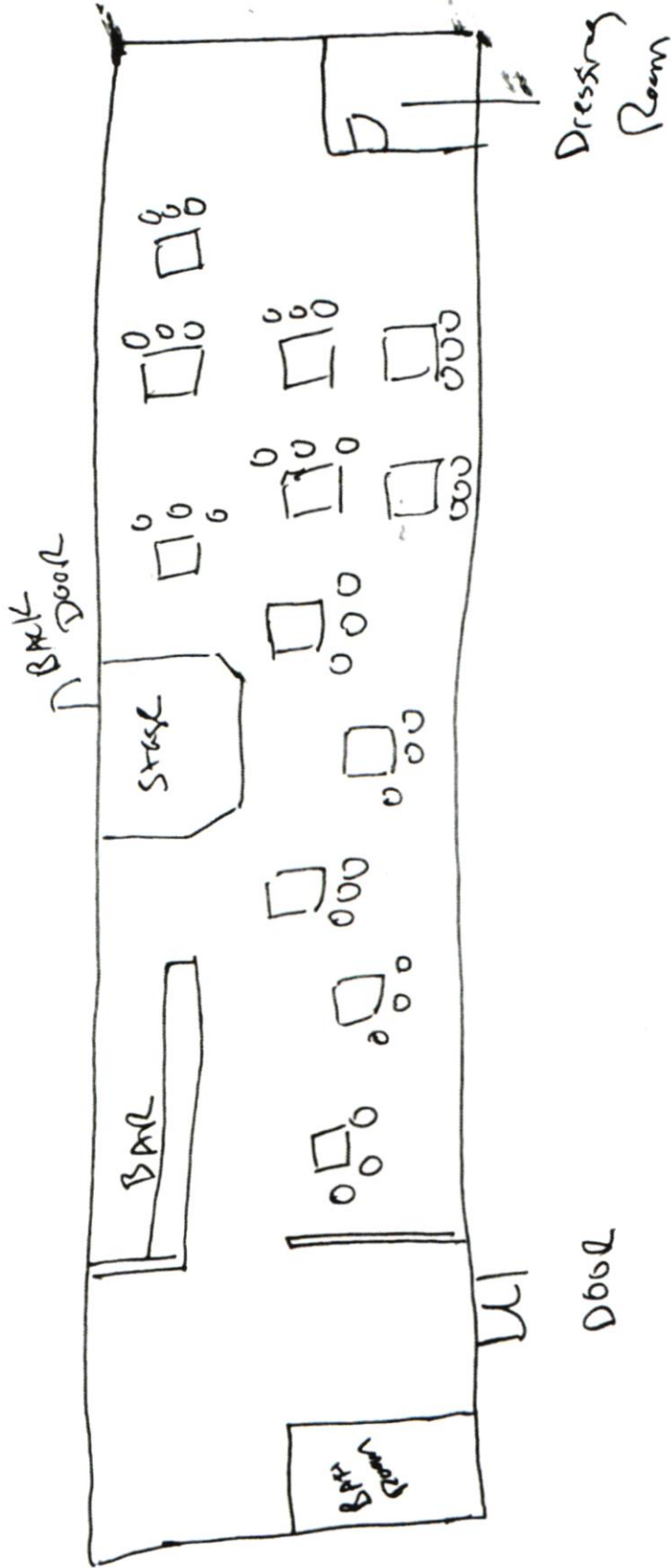
LIGHTING PICTURE SCHEDULE				
DATE	REMARKS	LAKE	W/L	WATER
4/1	1000	1000	1000	1000
4/2	1000	1000	1000	1000
4/3	1000	1000	1000	1000
4/4	1000	1000	1000	1000
4/5	1000	1000	1000	1000
4/6	1000	1000	1000	1000
4/7	1000	1000	1000	1000
4/8	1000	1000	1000	1000
4/9	1000	1000	1000	1000
4/10	1000	1000	1000	1000
4/11	1000	1000	1000	1000
4/12	1000	1000	1000	1000
4/13	1000	1000	1000	1000
4/14	1000	1000	1000	1000
4/15	1000	1000	1000	1000
4/16	1000	1000	1000	1000
4/17	1000	1000	1000	1000
4/18	1000	1000	1000	1000
4/19	1000	1000	1000	1000
4/20	1000	1000	1000	1000
4/21	1000	1000	1000	1000
4/22	1000	1000	1000	1000
4/23	1000	1000	1000	1000
4/24	1000	1000	1000	1000
4/25	1000	1000	1000	1000
4/26	1000	1000	1000	1000
4/27	1000	1000	1000	1000
4/28	1000	1000	1000	1000
4/29	1000	1000	1000	1000
4/30	1000	1000	1000	1000

CODE SUMMARY

[illegible]

43/50

44/50



45/50

Security Plan

110 D Tiny Town Road

Clarksville, TN 37042

- 1) All incoming guests will be checked for identification and searched with a metal detector to check for weapons. No weapons (guns, knives, brass knuckles) are permitted into club. Once inside the club, guest will not be allowed to leave and re-enter. If a guest must leave- they will not be allowed reentry without being searched for weapons again.
- 2) All managers will have training and supervision in identifying and dealing with intoxicated patrons per Tennessee state law. Intoxicated persons will be removed from the business per Tennessee state law.
- 3) Only guest age 21 or over will be permitted to enter.
- 4) Anyone on property caught in possession of illegal drugs will be immediately removed from property.
- 5) Parking lot will be well-lit and patrons will not be permitted to loiter.
- 6) We will have a fully functional camera surveillance system showing all angles of parking lot and the bar.
- 7) We will have trained security present during all operating hours.
- 8) We will call authorities if any emergency occurs.

Our goal is to have a great relationship with the police department and to have a club that is safe, secure, and clean. We look forward to being proactive in making our area of Clarksville

46/50

Evacuation Plan
110 D Tiny Town Road
Clarksville, TN 37042

In the event of an emergency inside the bar located at 110 D Tiny Town Road in Clarksville, TN the following will occur:

- 1) The person in charge- Manager will immediately call appropriate emergency services.
(Fire, Paramedic, Police)
- 2) The second person in charge- Security/DJ/Asst Manager will turn on the floor lights and turn off the music.
- 3) The Manager and other staff will lead all patrons and employees through the front door or side door to a location away from the building near the sidewalk so that emergency services has access to the building.



STATE OF TENNESSEE
DEPARTMENT OF REVENUE

**Certificate of Registration
Business Tax**

47/50

April 11, 2024



ACCOUNTING MANAGER
STRAWBERRY, LLC
110 TINY TOWN RD STE D
CLARKSVILLE TN 37042-8687

Letter ID: L1900614976
Account ID: 1002458444-BUS
Account Type: Business Tax
Effective Date: April 11, 2024

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

Location No.: 1001739116

Location Address: ACCOUNTING MANAGER
STRAWBERRY, LLC
110 TINY TOWN RD STE D
CLARKSVILLE TN 37042-8687

Business Licenses

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

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

- Classification 1, 2, 3, and 4B taxpayers with no established physical location in Tennessee,
- Effective with the December 31, 2023, filing period, Classification 4A contractors with no established physical location in Tennessee and with \$100,000 or less in sales in any city or county,
- Classification 5A taxpayers (industrial loan and thrift companies)

Note that effective with the December 31, 2023, filing period, out-of-state Classification 4A contractors must get a business license in any city and/or county where they earn more than \$100,000 in compensation.

Tax Returns

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

David Gerregano

Commissioner of Revenue

POST IN A
CONSPICUOUS
PLACE

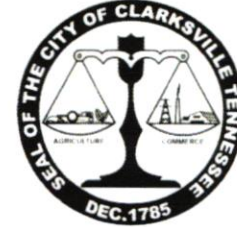
City of Clarksville
Business License and Gross Receipt Tax
THIS LICENSE EXPIRES ON 05/15/2025

48/50

License Number
115237

Business Name: STRAWBERRY, LLC
Location: STRAWBERRY, LLC
110 TINY TOWN RD
UNIT D
CLARKSVILLE, TN 37042

Business ID: 4814200
State ID: 1001739116



BUSINESS TAX

STRAWBERRY, LLC
110 TINY TOWN RD
UNIT D
CLARKSVILLE, TN 37042

THE LICENSE PERIOD IS JANUARY 1ST TO DECEMBER 31ST (CALENDAR YEAR). YOUR RENEWAL IS DUE BY APRIL 15TH AND MUST BE SUBMITTED NO LATER THAN APRIL 15TH TO AVOID PENALTY AND INTEREST. ALL RETURNS MUST BE FILED ELECTRONICALLY WITH THE STATE OF TENNESSEE DEPARTMENT OF REVENUE.

THIS LICENSE DOES NOT PERMIT OPERATION UNLESS PROPERLY ZONED, AND/OR IN COMPLIANCE WITH ALL OTHER APPLICABLE LAWS/RULES. ALSO, AS REQUIRED BY TENN. CODE ANN. § 39-17-1801 ET SEQ, BUSINESSES MUST COMPLY WITH ALL PROVISIONS OF THE TENNESSEE NON-SMOKERS PROTECTION ACT.

Classification: CLASS 2
Date Issued: 04/17/2024

By *Anna Matta*
Chief Financial Officer

This License is NOT Transferable
License Copy

POST IN A CONSPICUOUS PLACE	City of Clarksville Business License and Gross Receipt Tax THIS LICENSE EXPIRES ON 05/15/2025	License Number 115237
Business Name: STRAWBERRY, LLC Location: STRAWBERRY, LLC 110 TINY TOWN RD UNIT D CLARKSVILLE, TN 37042		
Business ID: 4814200 State ID: 1001739116		
BUSINESS TAX STRAWBERRY, LLC 110 TINY TOWN RD UNIT D CLARKSVILLE, TN 37042 Classification: CLASS 2 Date Issued: 04/17/2024 By <u><i>Anna Matta</i></u> Chief Financial Officer		

TERESA COTTRELL, MONTGOMERY COUNTY CLERK

LICENSE
0246416

STANDARD BUSINESS TAX LICENSE

49/50

Total Due: 15.00
Cash: Check: 15.00 Check No.: 0937140610 Change:
CHLOE wk36 Drawer: 36 Site: 2
Work Date: 04/23/2024

DETACH THIS PORTION FOR CONFIDENTIAL FILE

TERESA COTTRELL MONTGOMERY COUNTY CLERK

350 PAGEANT LANE, SUITE 502
CLARKSVILLE, TN 37040

LICENSE
0246416

STANDARD BUSINESS TAX LICENSE

Mailing

Location

45300 THE PONY

110 TINY TOWN RD STE D
CLARKSVILLE, TN 37042

THE PONY

110 TINY TOWN RD STE D
CLARKSVILLE, TN 37042

GARY HAYWARD

LOCAL ACCOUNT NUMBER 45300
STATE ACCOUNT NUMBER 1001739116
TRANSACTION NUMBER _____
CLASS 02
SALES TAX NUMBER _____

ISSUE DATE 04/23/24
TAX PERIOD STARTED - 04/12/2024
PAYMENT DUE BY 4/15/2025
EXPIRATION DATE 5/15/2025

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.

Teresa Cottrell

CHLOE wk36 Drawer:36 Site:2

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



City of Clarksville
Business Tax Standard License

50/50

April 17, 2024

ACCOUNTING MANAGER
STRAWBERRY, LLC
7451 EASTGATE RD
HENDERSON NV 89011-4058

Letter ID: L1348209984
Expiration Date: 15-May-2025
Return Due By: 15-Apr-2025

The business tax license printed below certifies the receipt and approval of your business tax license application or the renewal of a license for your existing business. The license is valid until the expiration date noted above. Your license number is 1001739116 and your classification is 2. The certificate must be displayed publicly at the location for which it is issued.

All business tax returns are required to be filed and the payment remitted electronically. Your return is due on April 15, 2025. Please visit www.tn.gov/revenue for additional information.

Note: This license does not permit operation unless properly zoned and/or in compliance with all other applicable state, county, or city laws, rules and regulations. Also, as required by Tenn. Code Ann. § 39-17-1801 et seq., businesses must comply with all provisions of the Tennessee Non-Smoker Protection Act.

DETACH LICENSE BELOW AND DISPLAY IN PUBLIC AREA

✂

City of Clarksville
Business Tax Standard License

This certificate must be publicly displayed.

STRAWBERRY, LLC
110 TINY TOWN RD STE D
CLARKSVILLE TN 37042-8687



Date Issued: 17-Apr-2024
Classification: 2
Letter ID: L1348209984
License Number: 1001739116
Expiration Date: 15-May-2025

Business Name: The Pony

Risk Type:



Clarksville Fire Rescue
802 Main ST
Clarksville, TN 37040-3359
931-645-7456

PROPERTY INFORMATION

Assigned Inspector: Becker, Robert
Occupancy ID #: 110 Tiny Town Road Suite D
Original Business/Property Name: The Pony
Responsible Party Email Address: mike@ponyww.com
Geolocation: 110 Tiny Town Rd STE C/D, Clarksville, TN 37042, USA
Emergency Contacts?: Yes

PRIMARY EMERGENCY CONTACT INFORMATION

First Name: Mike
Last Name: Dickinson
Cell Number: 804-347-7589
Primary Email Address: mike@ponyww.com

SECONDARY EMERGENCY CONTACT INFORMATION

First Name: Alex
Last Name: Tierney
Cell Number: 305-393-2609
Secondary Email Address: chattanooga@ponyww.com

LATEST INSPECTION

Inspection Detail (1)

ANNUAL INSPECTION - 01/24/2024 08:48:14

INSPECTOR INFORMATION

Inspector Name: Becker, Robert

INSPECTION DETAIL

Current Business/Property Name: The Pony
Date/Time Scheduled: 01/24/2024 08:48:05
Date/Time Arrived: 01/24/2024 08:48:14
Date/Time Departed: 01/24/2024 09:40:28

INSPECTIONS CONDUCTED

Inspection Type: Annual Inspection

Inspection Checklists (1)

INSPECTION FORM

Risk Type:

INSPECTION FORM

Categories (19)

OCCUPANCY CATAGORY**OCCUPANCY CATAGORY (1)**

Questions (1)

1) OCCUPANCY/USER TYPEStatus **PASS**

Occupancy/User Type

REMARKS / ATTACHMENTSRemarks **A2****ADDRESS****ADDRESS (1)**

Questions (1)

1) IS ADDRESS POSTED?Status **PASS**

Is address posted?

REMARKS / ATTACHMENTS

Attachments

**OCCUPANCY****OCCUPANCY (2)**

Questions (2)

1) IS CERTIFICATE OF OCCUPANCY POSTED? (OR ADVISE IT SHOULD BE UPON RECEIPT)Status **N/O**

Is Certificate of Occupancy Posted? (or advise it should be upon receipt)

2) IS OCCUPANCY LOAD POSTED? (OR IT SHOULD BE UPON RECEIPT OF)Status **PASS**

Is Occupancy load posted? (or it should be upon receipt of)

REMARKS / ATTACHMENTS

Attachments



Risk Type:

EMERGENCY LIGHTING**EMERGENCY LIGHTING (2)**

Questions (2)

1) IS EMERGENCY LIGHTING REQUIRED?Status PASS

Is emergency lighting required?

2) IS EMERGENCY LIGHTING OPERATIONAL?Status PASS

Is emergency lighting operational?

REMARKS / ATTACHMENTS

Attachments

**EXITS****EXITS (7)**

Questions (7)

1) PROPER NUMBER OF EXITS.Status PASS

Proper number of exits.

REMARKS / ATTACHMENTSRemarks 2**2) PROPER EXIT DOOR SWING (OUT-WARD SWING WHEN OCCUPANT LOAD IS OVER 50)**Status PASS

Proper exit door swing (out-ward swing when occupant load is over 50)

3) PROPER DOOR LOCKS INSTALLEDStatus PASS

Proper door locks installed

4) IS PANIC HARDWARE REQUIRED?Status PASS

Is panic hardware required?

5) ARE EXITS MAINTAINED UNOBSTRUCTED?Status PASS

Are exits maintained unobstructed?

6) ARE PROPER EXIT SIGNS INSTALLED?Status PASS

Are proper exit signs installed?

Risk Type:

7) ARE EXIT SIGNS PROPERLY ILLUMINATED?Status PASS

Are exit signs properly illuminated?

REMARKS / ATTACHMENTS

Attachments

**STAIRWAYS****STAIRWAYS (3)**

Questions (3)

1) ARE STAIRWAYS MAINTAINED IN COMPLIANCE?Status N/O

Are stairways maintained in compliance?

2) ARE HANDRAILS PRESENT?Status N/O

Are handrails present?

3) IS THERE STORAGE UNDER STAIRWAYS?Status N/O

Is there storage under stairways?

ELECTRICAL**ELECTRICAL (5)**

Questions (5)

1) IS ELECTRICAL WIRING IN GOOD REPAIR?Status PASS

Is electrical wiring in good repair?

2) ARE EXTENSION CORDS BEING USED PROPERLY?Status PASS

Are extension cords being used properly?

3) IS THERE STORAGE AROUND ELECTRICAL PANELS AND SWITCHBOARDS?Status PASS

Is there storage around electrical panels and switchboards?

4) IS ACCESS PROVIDED TO ELECTRICAL PANELS AND SWITCHBOARDS?Status PASS

Is access provided to electrical panels and switchboards?

5) ARE ELECTRICAL PANELS AND SWITCHBOARD DISCONNECTS IDENTIFIED/LABELED?

Risk Type:

Status PASS

Are electrical panels and switchboard disconnects identified/labeled?

REMARKS / ATTACHMENTS

Attachments

**PORTABLE FIRE EXTINGUISHERS****PORTABLE FIRE EXTINGUISHERS (3)**

Questions (3)

1) ARE FIRE EXTINGUISHERS OF THE PROPER TYPE AND SIZE PROVIDED?Status PASS

Are fire extinguishers of the proper type and size provided?

REMARKS / ATTACHMENTS

Attachments

**2) ARE FIRE EXTINGUISHERS MOUNTED PROPERLY?**Status PASS

Are fire extinguishers mounted properly?

REMARKS / ATTACHMENTS

Attachments

**3) ARE FIRE EXTINGUISHERS BEING SERVICED AND MAINTAINED ANNUALLY?**Status PASS

Are fire extinguishers being serviced and maintained annually?

REMARKS / ATTACHMENTS

Remarks

Extinguishers are new and will suffice for first year. Each year, fire extinguishers will need to be inspected and tagged.

COMMERCIAL KITCHENS**COMMERCIAL KITCHENS (5)**

Questions (5)

1) IS PROPER HOOD SYSTEM PROVIDED?

Risk Type:

Status N/O

Is proper hood system provided?

2) ARE HOODS, FANS, FILTER, AND DUCTS MAINTAINED IN CLEAN CONDITION?

Status N/O

Are hoods, fans, filter, and ducts maintained in clean condition?

3) HAS HOOD EXTINGUISHING SYSTEM BEEN SERVICED AND MAINTAINED?

Status N/O

Has hood extinguishing system been serviced and maintained?

4) IS EXTINGUISHING SYSTEM MANUAL OPERATION DEVICES ACCESSIBLE?

Status N/O

Is extinguishing system manual operation devices accessible?

5) IS A CLASS K RATED FIRE EXTINGUISHER PROVIDED IN THE KITCHEN?

Status N/O

Is a Class K rated fire extinguisher provided in the kitchen?

HOUSEKEEPING**HOUSEKEEPING (4)**

Questions (4)

1) IS TRASH AND RUBBISH ROUTINELY REMOVED FROM THE BUILDING?

Status PASS

Is trash and rubbish routinely removed from the building?

2) ARE OILY RAGS STORED CORRECTLY?

Status PASS

Are oily rags stored correctly?

3) IS THE AREA OUTSIDE THE BUILDING CLEAN AND FREE OF COMBUSTIBLE MATERIALS?

Status PASS

Is the area outside the building clean and free of combustible materials?

4) IS TRASH RECEPTACLE LOCATED A PROPER DISTANCE FROM THE BUILDING?

Status PASS

Is trash receptacle located a proper distance from the building?

FIRE SPRINKLER SYSTEMS**FIRE SPRINKLER SYSTEMS (4)**

Questions (4)

1) IS FIRE SPRINKLER SYSTEM MAINTAINED PROPERLY?

Status N/O

Is fire sprinkler system maintained properly?

2) IS PROPER CLEARANCE BEING MAINTAINED BELOW SPRINKLER HEADS?

Risk Type:

Status N/O

Is proper clearance being maintained below sprinkler heads?

3) ARE STANDPIPES REQUIRED?

Status N/O

Are standpipes required?

4) ARE STANDPIPES PROPERLY MAINTAINED?

Status N/O

Are standpipes properly maintained?

FIRE ALARM SYSTEMS**FIRE ALARM SYSTEMS (3)**

Questions (3)

1) IS A FIRE ALARM SYSTEM REQUIRED?

Status N/O

Is a fire alarm system required?

2) IS THE ALARM SYSTEM PROPERLY MAINTAINED?

Status N/O

Is the alarm system properly maintained?

3) ARE SMOKE DETECTORS REQUIRED?

Status N/O

Are smoke detectors required?

FIRE RESISTIVE CONSTRUCTION**FIRE RESISTIVE CONSTRUCTION (3)**

Questions (3)

1) IS REQUIRED FIRE-RESISTIVE CONSTRUCTION IN TACT AND IN GOOD REPAIR?

Status PASS

Is required fire-resistive construction in tact and in good repair?

2) ARE REQUIRED FIRE ASSEMBLIES UNOBSTRUCTED AND IN GOOD OPERATING ORDER?

Status PASS

Are required fire assemblies unobstructed and in good operating order?

3) ARE INTERIOR CEILINGS AND WALLS IN GOOD REPAIR?

Status PASS

Are interior ceilings and walls in good repair?

STORAGE**STORAGE (5)**

Questions (5)

Risk Type:

1) IS STORAGE NEAT AND ORDERLY?Status PASS

Is storage neat and orderly?

2) IS STORAGE 24 INCHES BELOW CEILING AND 18 INCHES BELOW SPRINKLER HEADS?Status PASS

Is storage 24 inches below ceiling and 18 inches below sprinkler heads?

3) IS STORAGE FOUND IN EXITS OR EXIT ENCLOSURES?Status PASS

Is storage found in exits or exit enclosures?

4) IS THERE STORAGE IN EQUIPMENT ROOMS?Status PASS

Is there storage in equipment rooms?

5) IS THERE STORAGE IN ATTIC, UNDER-FLOOR, OR CONCEALED AREAS?Status PASS

Is there storage in attic, under-floor, or concealed areas?

SERVICE STATIONS**SERVICE STATIONS (4)****Questions (4)****1) ARE "NO SMOKING" AND "STOP ENGINE" SIGNS POSTED?**Status N/O

Are "No Smoking" and "Stop Engine" signs posted?

2) ARE FUELING SYSTEMS MAINTAINED IN PROPER OPERATING CONDITION?Status N/O

Are fueling systems maintained in proper operating condition?

3) ARE EMERGENCY SHUTDOWN DEVICES LOCATED WITHIN 100FT. OF DISPENSERS?Status N/O

Are emergency shutdown devices located within 100ft. of dispensers?

4) IS FUEL BURNING HEATING EQUIPMENT LOCATED AT LEAST 18 INCHES ABOVE THE FLOOR?Status N/O

Is fuel burning heating equipment located at least 18 inches above the floor?

FLAMMABLE LIQUID STORAGE**FLAMMABLE LIQUID STORAGE (4)****Questions (4)****1) IS THERE STORAGE OF CLASS I LIQUIDS?**Status N/O

Is there storage of Class I liquids?

Risk Type:

2) IS THERE STORAGE OF CLASS II AND CLASS III LIQUIDS?Status N/O

Is there storage of Class II and Class III liquids?

3) ARE FLAMMABLE LIQUIDS STORED IN STORAGE CABINETS?Status N/O

Are flammable liquids stored in storage cabinets?

4) ARE FLAMMABLE LIQUIDS STORED IN SPECIAL STORAGE ROOMS?Status N/O

Are flammable liquids stored in special storage rooms?

COMPRESSED GAS STORAGE**COMPRESSED GAS STORAGE (4)****Questions (4)****1) ARE GAS CYLINDERS PROPERLY SECURED?**Status N/O

Are gas cylinders properly secured?

2) ARE TANKS STORED IN AN UPRIGHT POSITION?Status N/O

Are tanks stored in an upright position?

3) ARE TANKS PROTECTED FROM PHYSICAL DAMAGE?Status N/O

Are tanks protected from physical damage?

4) ARE TANKS SEPARATED FROM COMBUSTIBLE WASTE AND VEGETATION?Status N/O

Are tanks separated from combustible waste and vegetation?

NATURAL GAS**NATURAL GAS (1)****Questions (1)****1) IS METER AND OUTSIDE PIPING PROTECTED FROM PHYSICAL DAMAGE?**Status PASS

Is meter and outside piping protected from physical damage?

INSPECTOR'S NOTES/OBSERVATIONS**INSPECTOR'S NOTES/OBSERVATIONS (1)****Questions (1)****1) INSPECTOR'S NOTES/OBSERVATIONS**Status PASS

Business Name: The Pony

Clarksville Fire Rescue

Risk Type:

Inspector's Notes/Observations

REMARKS / ATTACHMENTS

Remarks

Growth growing on rear of building has been removed. Chris Williams (Building and Codes) stated all permits were pulled and all finals were received. Occupant load is 86 and a certificate was issued. They are posting.

SIGNATURES

Owner/Occupant Signature



Date

01/24/2024

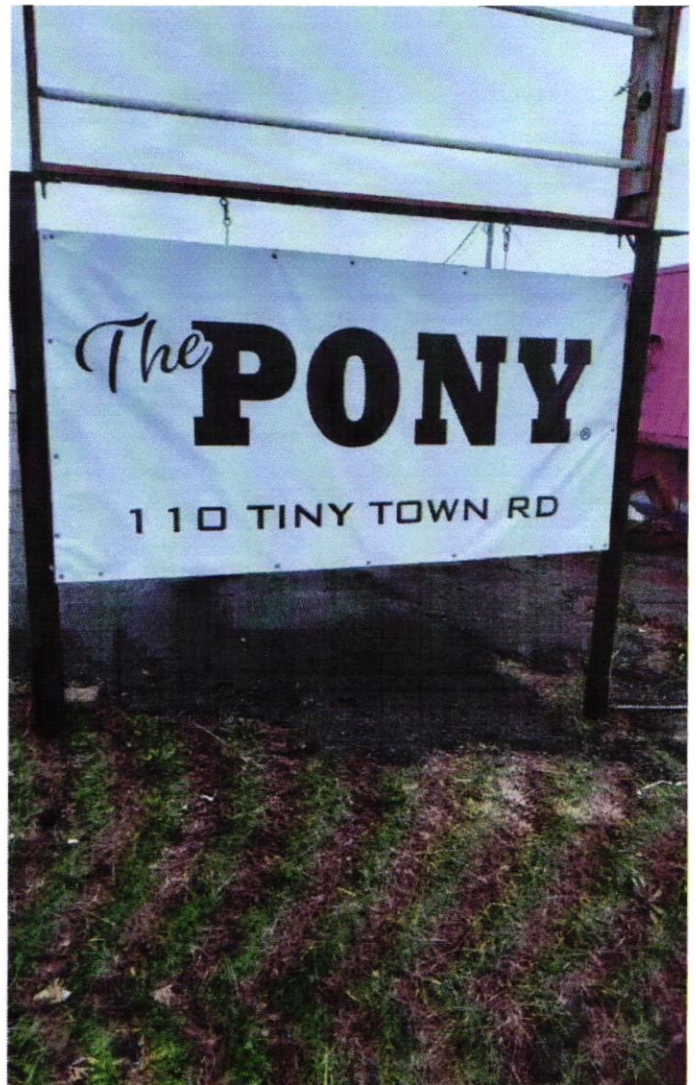
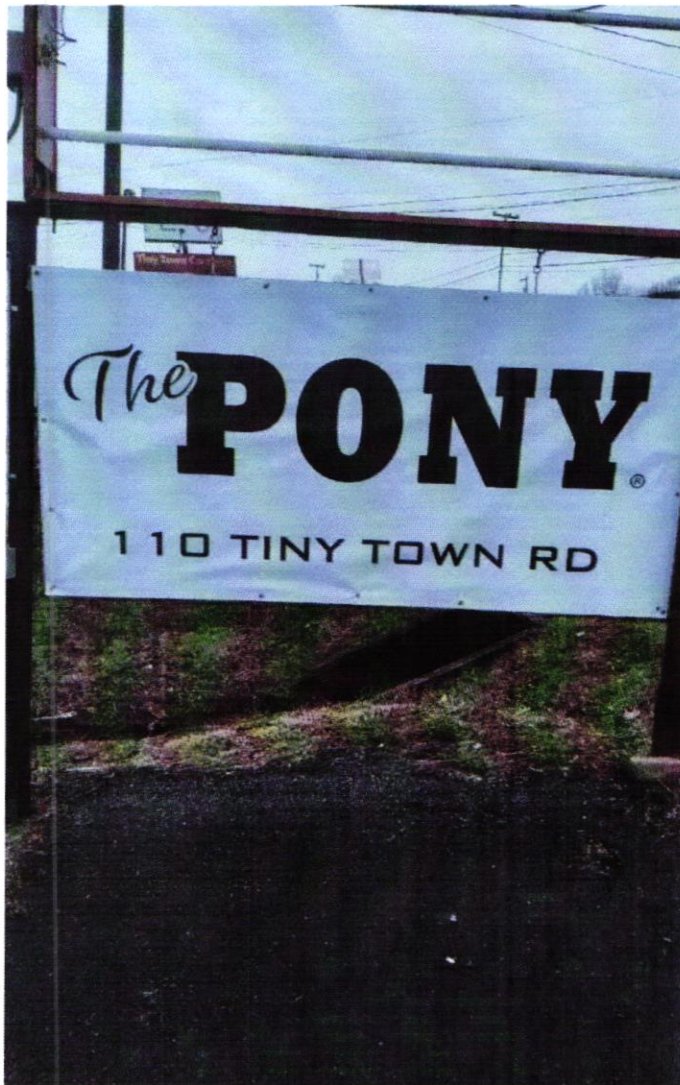
Inspector Signature

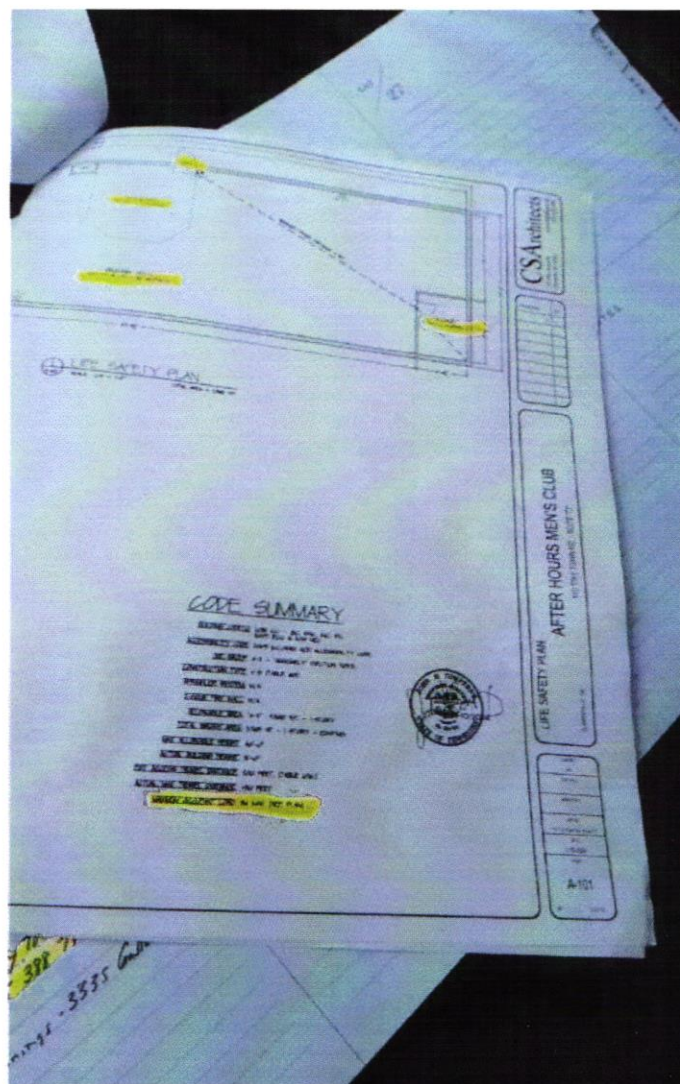


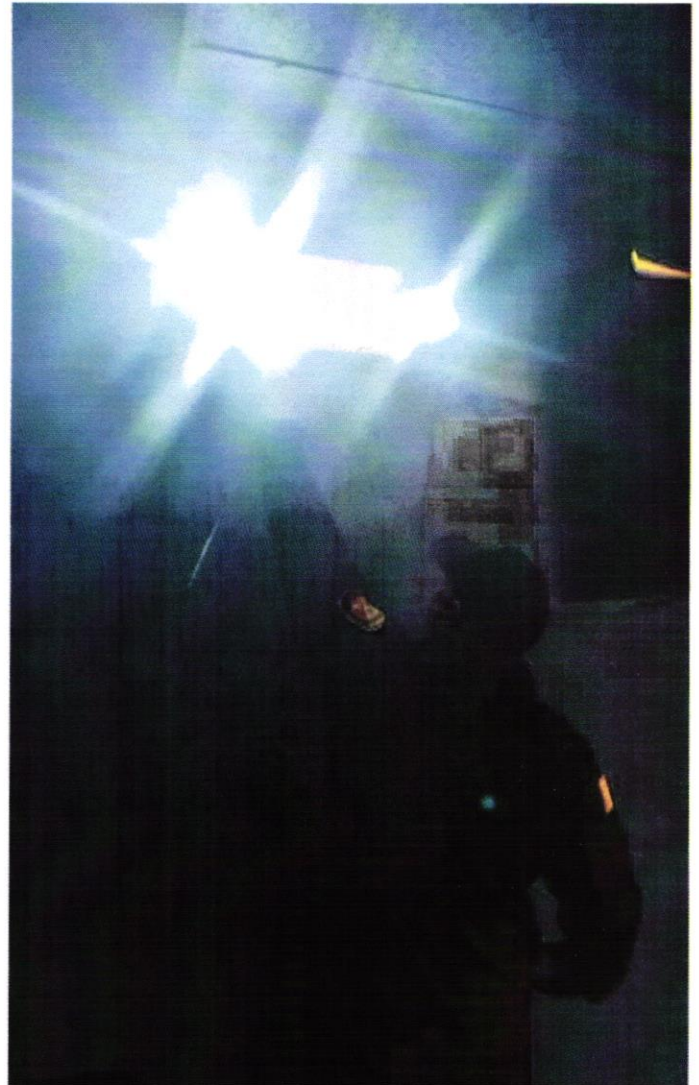
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01/24/2024

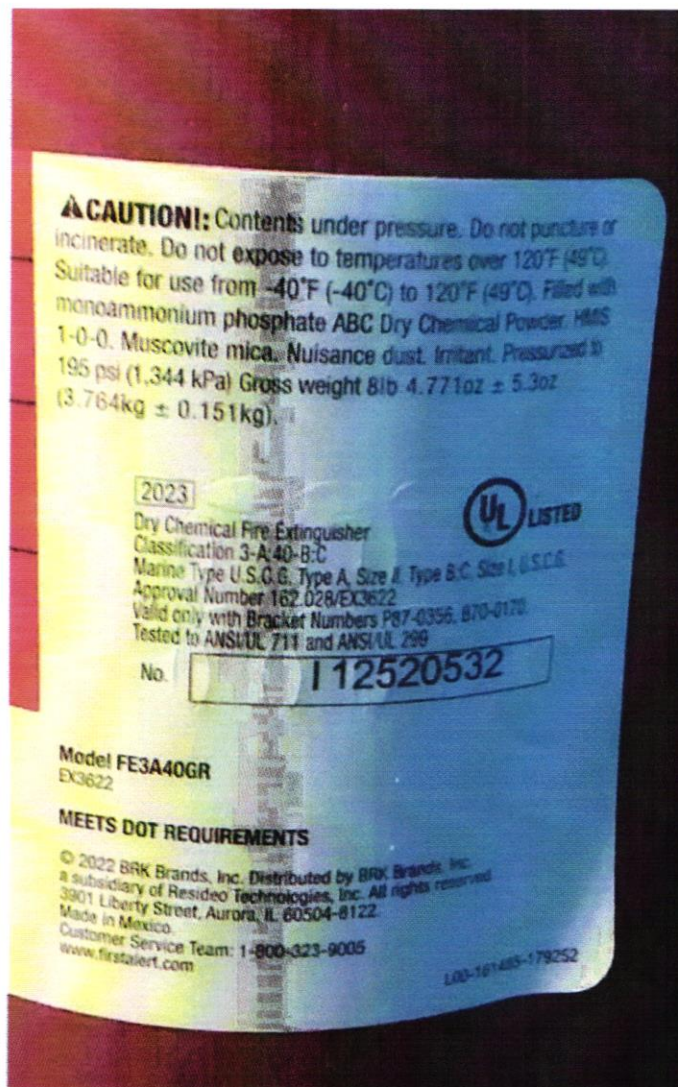
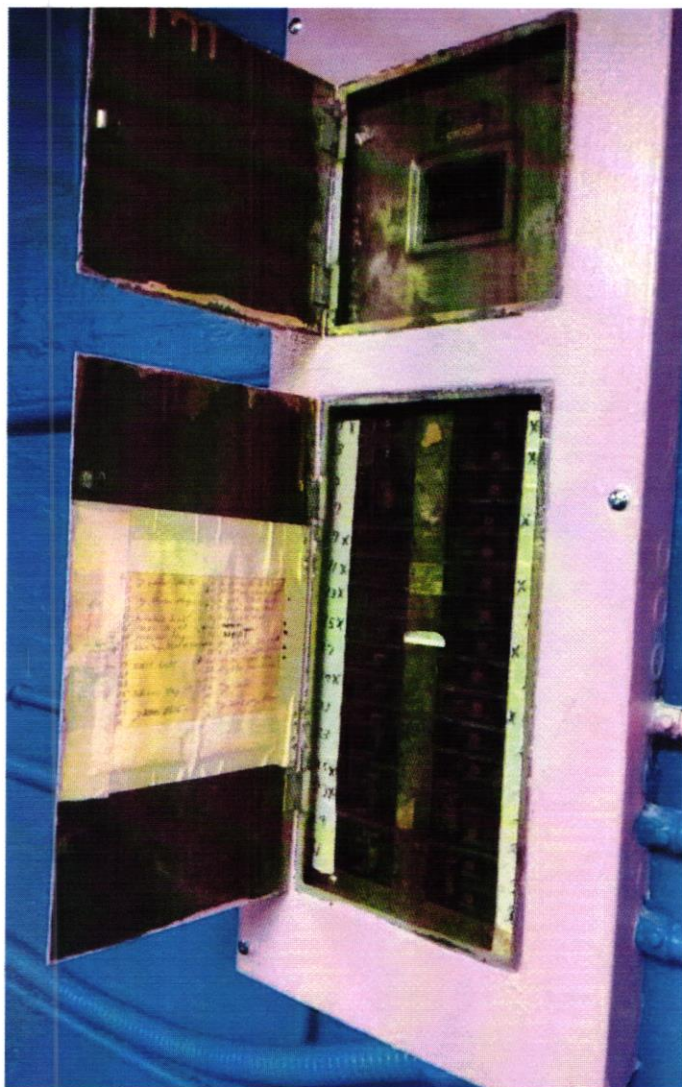
Risk Type:





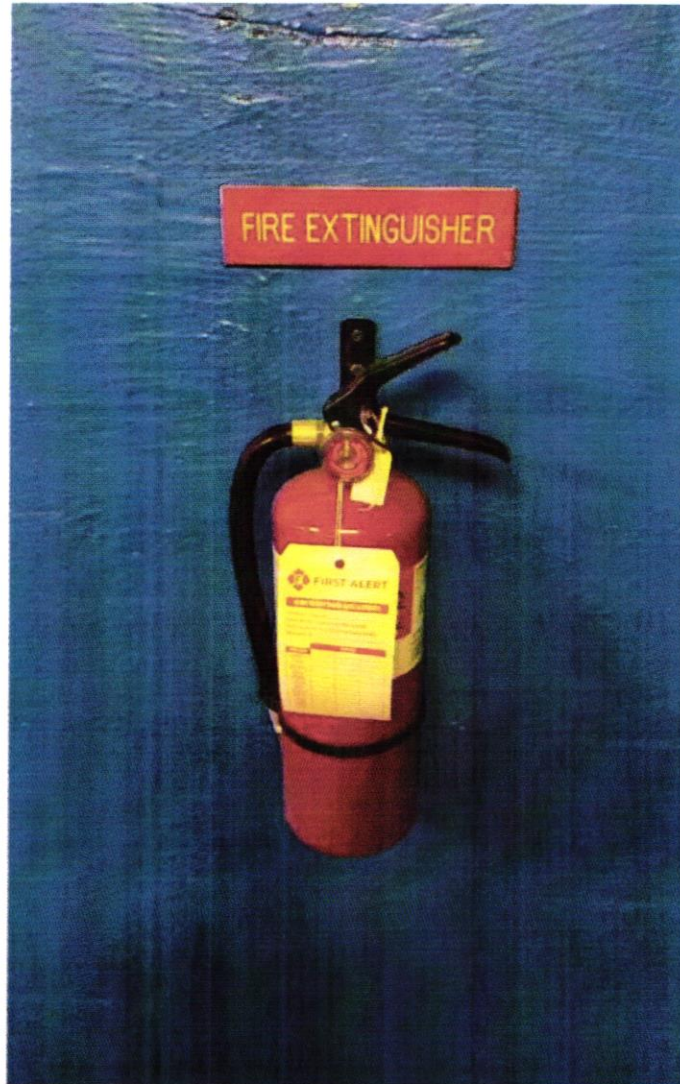


Risk Type:



Business Name: The Pony
Risk Type:

Clarksville Fire Rescue





**City
of
Clarksville**

Angela Downey <angela.downey@cityofclarksville.com>

Re: The Pony

1 message

Chris Williams <chris.williams@cityofclarksville.com>
To: Angela Downey <angela.downey@cityofclarksville.com>

Fri, Jan 26, 2024 at 12:47 PM

I have and I will attend the meeting .

Thank you
Chris

On Fri, Jan 26, 2024 at 9:30 AM Angela Downey <angela.downey@cityofclarksville.com> wrote:
Good morning,

Please let me know if you've completed your inspection.

Thank you,

Angela Downey
Executive Assistant to the Chief
Clarksville Police Department
135 Commerce St, Clarksville, TN 37040
Phone: 931/648-0656, ext.5437
Fax: 931/645-7425
Email: angela.downey@cityofclarksville.com
Website: <http://www.clarksvillepd.org>



--
Chris Williams

Senior Codes Enforcement Officer

City of Clarksville, TN 37040

Building & Codes Department

931-645-7426 Ext: 6607