

Agenda for the Meeting of Brentwood Beer Board Monday, October 14, 2019 - 6:45 pm Brentwood City Hall

Call to Order by Mayor Roll Call

Approval of Minutes

September 23, 2019

New Business

- 1. Request from Tri Star Energy, LLC for off premises beer permit at Hightail #6613, 150 Franklin Road (change in name of existing business)
- 2. Other new business

Kirk Bednar City Manager

Anyone requesting accommodations due to disabilities should contact Mike Worsham, A.D.A. Coordinator, at 371-0060, before the meeting.

Brentwood Beer Board Agenda

Meeting Date: 10/14/2019

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Approval or correction of minutes from the September 23, 2019 meeting

Background

Staff recommendation

Attachments

Draft Minutes

DRAFT

MINUTES OF MEETING OF BRENTWOOD BEER BOARD

BRENTWOOD, TENNESSEE

The Brentwood Beer Board met on Monday, September 23, 2019 at 6:45 pm at Brentwood City Hall.

Present: Vice Mayor Ken Travis; Commissioner Nelson Andrews; Commissioner Anne Dunn;

Commissioner Mark Gorman; Commissioner Susannah Macmillan; Commissioner

Regina Smithson

Absent: Mayor Rhea Little

Staff City Manager Kirk Bednar; Assistant City Manager Jay Evans; City Attorney Kristen

Present: Corn; City Recorder Holly Earls

Approval of Minutes

August 12, 2019

Moved by Commissioner Mark Gorman for approval of the minutes as written, seconded by Commissioner Susannah Macmillan

Vote: 6 - 0 Approved - Unanimously

New Business

Request from Westshore Pizza Brentwood, Inc. for on premises beer permit at Westshore Pizza, 214 Ward Circle, Ste 400 (change in ownership of existing business)

Moved by Commissioner Regina Smithson for approval, seconded by Commissioner Nelson Andrews

Vote: 6 - 0 Approved - Unanimously

With no further business, the meeting adjourned at 6:53 pm.

APPROVED Holly Earls, City Recorder

New Business 1.

Brentwood Beer Board Agenda

Meeting Date: 10/14/2019

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Request of Tri Star Energy, LLC for off-premises Beer Permit at Hightail #6613, 150 Franklin Road (change in name of the existing business, Twice Daily #6613)

Background

Tri Star Energy, LLC has requested an off-premises beer sales permit for Hightail #6613 located at 150 Franklin Road. The application is for a change in name of the existing business, Twice Daily #6613.

Staff recommendation

N/A

Attachments

Application

CITY OF BRENTWOOD BEER BOARD

APPLICATION FOR BEER PERMIT





AP	PLICANT IS SEEKING A PERMIT WHICH WOULD ALLOW	THE SALE OF BEER FOR:					
	ON-PREMISES CONSUMPTION ONLY OFF-PREMISES CONSU	JMPTION ONLY ON & OFF PREMISES CONSUMI	PTION				
	MANUFACTURER DISTRIBUTOR	ON-PREMISES CONSUMPTION	– SPECIAL EVEN				
TO BRE	EREBY APPLY FOR A PERMIT TO SELL, STORE, MANUFACTURE BE SOLD, STORED, MANUFACTURED OR DISTRIBUTED UNDER THE INTWOOD MUNICIPAL CODE 6-26, et. seq. AND THE AMENDE GWERS TO THE FOLLOWING QUESTIONS:	IE PROVISIONS OF TENN. CODE ANN. 57-5-101, et. s	seq. AND				
1.	Tri Star Energy, LLC NAME OF APPLICANT AND TYPE OF OWNERSHIP (EX: INDIVIDUAL, CORPORATION, LLC, SOLE PROPRIETORSHIP OR PARTNERSHIP)						
	Incorporated in Delaware, October 4, 2000 IF CORPORATION, LLC, LP, LLP, LIST PLACE & DATE INCORPORATED / REGISTERED WITH SEC. OF STATE						
2.	APPLICANT CONTACT INFORMATION:	tbrinkley@tristartn.com					
	Tri Star Energy, LLC d/b/a Hightail #6613	EMAIL					
3.	BUSINESS OR EVENT NAME (this is the name that will appear on the Beer Perm	nit)					
4.	150 Franklin Road, Brentwood, TN 37027 BUSINESS ADDRESS OF ADDRESS OF EVENT FOR WHICH A PERMIT IS SOUGHT						
5.	BUSINESS PHONE NUMBER(S): 615-373-3425						
6.	Convenience market and gas station. DESCRIBE THE TYPE OF BUSINESS YOU WILL OPERATE (EX: Bar, Restaurant, Convenience Market, Special Event)						
7.	REASON FOR PERMIT: (CHECK THE BOX THAT APPLIES)						
	☐ NEW BUSINESS ☐ CHANGE IN LOCATION OF BUSIN	CHANGE IN OWNERSHIP OF EXISTING BU	SINESS				
	☐ CHANGE IN TYPE OF PERMIT ☐ CHANGE IN NAME OF BUSINESS	SPECIAL EVENT (SEE BELOW)					
	FOR SPECIAL EVENTS, PLEASE LIST THE FOLLOWING:						
	DATE(S) AND TIME OF EVENT: *SPECIAL EVENTS REQUIRE AN AUTHORIZATION LETTER GRANTING PERMISSION **TENTAL PROPERTY OF THE PROPERTY OF T	DN FROM THE DROPERTY OWNER TO BE CURMITTED WITH THE	APPLICATION				
			AFFEICATION.				
8.	IDENTIFY EACH AREA TO BE COVERED UNDER THIS BEER PERMIT (patio, deck, et	tc.)					
	See attached floor plan.						
9.	PROPERTY OWNER (OR LANDLORD/LESSOR): Anna Kate C. Stallings, James M. Cannon, and Cynthia P. Sewell						
	c/o Claiborne Mclemore III, 1211 16th Aver	nue South, Nashville, TN 37212					
	ADDRESS						
	(615) 242-2000; ckm3@msn.com	4/30/2029	U				
	PHONE NUMBER & EMAIL ADDRESS	LEASE EXPIRATION	DATE				

10. LIST ALL PERSONS, FIRMS, CORPORATIONS, JOINT-STOCK COMPANIES, SYNDICATES OR ASSOCIATIONS HAVING AT LEAST A FIVE PERCENT (5%) OWNERSHIP INTEREST IN THE APPLICANT. COMPLETE IN DETAIL.

NAME (FIRST, MIDDLE, LAST)	TITLE & PERCENTAGE OF OWNERSHIP	ADDRESS (INCLUDE CITY, STATE AND ZIP)	CONTACT INFORMATION (PHONE AND EMAIL)
a.	CEO/COO	107 Woodside Drive	615-957-9411
Steven Ray Hostetter	0%	Dickson, TN 37055	steve@tristartn.com
b.	CFO	9524 Mullens Road	615-495-0714
Robert Jeffrey Williams	0%	Arrington, TN 37014	rjwilliams@tristartn.com
с.	Gen. Counsel & Secretary	5333 McGavock Road	615-445-8150
Leslie Evans Cherry	0%	Brentwood, TN 37027	lcherry@tristartn.com
d.			
е.			
f.			

11. DESIGNATE THE PERSON OR PERSONS WHO WILL OVERSEE THE OPERATIONS ON PREMISES.

615-295-0136

tsc6613tn@tristartn.com

NAME (FIRST, MIDDLE, LAST)	TITLE	ADDRESS (INCLUDE CITY, STATE AND ZIP)	CONTACT INFORMATION (PHONE AND EMAIL)
a.	N.4	218 Annette Drive	615-295-0136
Mildred Rose Buhler	Manager	Ashland City, TN 37015	milliesettle@gmail.com
b.			
c.			
d.			

APPLIO VIOLA INVOL	CANT OR ANY PERSON TO BE EN TION OF THE LAWS AGAINST PO VING MORAL TURPITUDE OR AI	COMPANY, SYNDICATE OR ASSOCIAT MPLOYED IN THE DISTRIBUTION OR SAL SSSESSION, SALE, MANUFACTURE OR T NY FELONY WITHIN THE PAST TEN (10) JLE I AND II CONTROLLED SUBSTANCES	E OF BEER BEEN CONV RANSPORTATION OF E YEARS? (MORAL TURP	VICTED OF, OR RELEAS BEER OR OTHER ALCOH PITUDE MEANS PREME	ED FROM INCARCERATION FOR ANY HOLIC BEVERAGES OR ANY CRIME DITATED MURDER, ALL SEX RELATED
	YES NO				
IF YES, LIST	BELOW (attach a separate shee	et if necessary)			
	NAME	CHARGE(S)	DATE OF CONVICTION	DISPOSITION	LIST LOCATION, COURT, COUNTY AND STATE
a.					
b.					

13.	HAS THE APPLICANT OR ANY PARTIES REFERENCED HEREIN EVER HAD A BEER PERMIT REVOKED, SUSPENDED OR DENIED? IF YES, PLEASE EXPLAIN.					
	✓ YES	□ио	IF YES: See a	ttached.		
14.	DO YOU HAVE ANY TYPE	ANY PORTION OF A E	BUSINESS WHICH	PREVIOUSLY HELD A	VIOUSLY HELD A BEER PERMIT FOR THIS LOCATION, OR W BEER PERMIT FOR THIS LOCATION? IF SO, PLEASE EXPLA	MN.
	✓ YES	□NO	IF YES: Yes.	This is still un	der Tri Star Energy, LLC but changi	ng d/b/a.
15.					ER PERMIT FOR THIS LOCATION, OR WITH ANY PERSON V TION? IF SO, PLEASE EXPLAIN.	VHO OWNED AN
	YES	No No	IF YES:			
16.	WILL BEER BE DISTRIBUT SCHOOL.	ED OR SOLD WITHIN 3	300 FEET OF ANY	CHURCH OR SCHOOL	? IF YES, PLEASE STATE NAME AND LOCATION OF SUCH (CHURCH OR
	YES	☑ NO	IF YES, NAME & L	OCATION:		
17.	ARE YOU FAMILIAR WITH	THE LAWS OF THE ST	TATE OF TENNESS	EE AND THE CITY OF	BRENTWOOD GOVERNING THE SALE AND DISTRIBUTION	OF BEER?
	∠ YES	No				
18.	NAME AND CONTACT IN	FORMATION FOR MAI	NAGER TO BE RES	PONSIBLE FOR SALE,	, STORAGE OR MANUFACTURE OF BEER.	
	Mildred Rose Buhler, 218 Annette Drive, Ashland City, TN					
	NAME		STREET ADDRESS		CITY, STATE & ZIP	
	615-295-0136	t	sc6613tn@	tristartn.cor	m	
	PHONE NUMBER		EMAIL			
	*IF THIS INFORMATION O	CHANGES, PLEASE CO	NTACT THE CITY V	/ITHIN SEVEN (7) DA	YS OF SUCH CHANGE.	
19.	HAVE YOU RECEIVED A C	OPY OF THE CITY OF E	RENTWOOD MU	NICIPAL CODE REGUI	LATING BEER?	
	RECEIVED IN PER	son	DOWNLOADED F	ROM WEBSITE	NO, I HAVE NOT RECEIVED A COPY	
20.	DESCRIBE STEPS WHICH	WILL BE TAKEN TO PR	EVENT THE SALE	OF BEER TO MINORS		
	All employees wil	I check the ider	ntification fro	m each custon	ner attempting to purchase any alcoholic	beverage.
21.	BRENTWOOD BEER BOA	RD.			AL TAX NOTICE AND ANY OTHER COMMUNICATIONS FRO	M THE
	Sherry Taylor,	1740 Ed Ter	nple Blvd.,	Nashville, T	TN 37208	
	NAME		STREET ADDRESS		CITY, STATE & ZIP	
	615-313-3629	, staylor@tris	tartn.com,			
	PHONE NUMBER		EMAIL			

THE UNDERSIGNED HEREBY SOLEMNLY SWEARS THAT EACH AND EVERY STATEMENT IN THE FOREGOING APPLICATION IS TRUE AND CORRECT. THE UNDERSIGNED CERTIFIES THAT HE/SHE HAS READ AND IS FAMILIAR WITH THE BEER LAWS OF THE CITY OF BRENTWOOD. IN THE EVENT OF A CHANGE IN MANAGEMENT, THE UNDERSIGNED AGREES THAT THE INFORMATION REQUESTED IN QUESTION 18 WILL BE PROVIDED TO THE CITY WITHIN SEVEN (7) DAYS OF SUCH CHANGE. IF THE APPLICANT IS OTHER THAN AN INDIVIDUAL, THE UNDERSIGNED AFFIRMS THAT HE/SHE IS A REPRESENTATIVE OF THE APPLICANT DULY AUTHORIZED TO SUBMIT THE FOREGOING APPLICATION.

THE UNDERSIGNED AGREES TO THE FOLLOWING:

- 1. I AGREE TO ONLY ENGAGE IN THE SALE, STORAGE, MANUFACTURE OR DISTRIBUTION OF BEER AT THE PLACE OR PLACES FOR WHICH A PERMIT WAS ISSUED.
- 2. I AGREE THAT THE SALE, STORAGE, MANUFACTURE OR DISTRIBUTION OF BEER WILL BE MADE ONLY IN ACCORDANCE WITH THE PERMIT GRANTED.

- 3. I AGREE TO RIGIDLY ENFORCE THE LAWS AGAINST THE SALE OF BEER TO MINORS.
- 4. I AGREE TO PROHIBIT MINORS OR INTOXICATED PERSONS FROM LOITERING AROUND THE PLACE OF BUSINESS.
- 5. I AGREE TO NOT EMPLOY ANY PERSON IN THE SALE OR DISTRIBUTION OF BEER WHO HAS BEEN CONVICTED OF ANY VIOLATION OF THE LAWS AGAINST THE POSSESSION, SALE, MANUFACTURING OR TRANSPORTATION OF BEER OR OTHER ALCOHOLIC BEVERAGES, OR ANY CRIME INVOLVING MORAL TURPITUDE WITHIN THE PAST TEN YEARS.
- 6. I AGREE TO STRICTLY ABIDE BY ALL LOCAL, STATE AND FEDERAL LAWS PERTAINING TO THE SALE OF BEER.

IF ANY STATEMENT HEREIN IS FOUND TO BE FALSE, THE PERMIT MAY BE REVOKED BY THE BEER BOARD AND APPLICANT SHALL NOT BE ELIGIBLE TO RECEIVE ANY PERMIT FOR A PERIOD OF TEN (10) YEARS, IN ACCORDANCE WITH TCA 57-5-105(d).

105(a).	
SIGNATURE	TITLE (IF OTHER THAN AN INDIVIDUAL)
SWORN TO AND SUBSCRIBED TO BEFORE ME THIS 20th DAY OF	ptember 2019.
NOTARY PUBLIC PU	Warch 3, 2020 COMMISSION EXPIRES
DO NOT WRITE BELOW THIS LINE / BEER BOAR	D STAFF ONLY
DATE RECEIVED: 09 12312019	RECEIPT #:
BEER BOARD MEETING DATE: 0 / 14/20 @ 6:45 PM	PERMIT #:
RECEIVED THE FOLLOWING FROM APPLICANT:	
COMPLETED AND NOTARIZED APPLICATION	
\$250 APPLICATION FEE	
SALES TAX REGISTRATION CERTIFICATE	
IF SPECIAL EVENT, AUTHORIZATION LETTER FROM PROPERTY OWNER	
THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THE APPLICANT'S BEER PERMIT.	
CITY OF BRENTWOOD EMPLOYEE SIGNATURE	123 2019 DATE

Twice Daily - Tri Star Energy - T-Fuel - Daily's Daily's 2002 - to date Twice Daily # 7100 2112 Charolette Rike Nashville TN 37203				
Turke Daily # 7400, 2442 Charolette Bike, Nachville, TN 27003				
Turios Daily # 7100 2112 Charolotta Bika Machaille TM 27202	Beer Citations 2019 Action Taken	Citation Date	Date Failed	
Twice Daily # 7100, 2112 Charolotte Pike, Nashville, TN 37203	CSROctavia Antwonete Rutledge sold beer to minor during a beer sting. CSR cited, TSE fined \$1,000		4/5/2019	GSR failed to key in correct DOB
Twice Daily # 6602, 3863 Dickerson Pike, Nashville, TN 37207	MBPB did a compliance and Prevention Partnership check on 5-17-19 @ 8:20 p.m. They sent a 20 year old decoy in and Darrius Nolley (CSR) did check the ID but entered incorrect DOB. Therefore selling to a minor. CSR was terminated TSE is pending a Board Hearing and waiting for a sched Metro Beer Board as of 7-24-19 Final Hearing on 7-24-19 TSE to pay fine of \$1,000.00	6/17/2019 Date recv'd citation via mail	5/17/2019	GSR failed to key in correct DOB.
Twice Daily # 8046,1284 Jackson Felts Rd., Joelton, Tn 37080	Beer Citations 2018 GSR Robert Powell, Terminated, Cited, Fined by Chthm Cnty. TSE, (currently no citations have been given from Cheatham County) Hearing on 5-23-18 penalty was issued to be paid by TSE in the amount of \$500.00	5/23/2018	3/16/2018	GSR failed to key in correct DOB
Daily's # 7114, 204 White Bridge Pike, Nashville, TN 37209	GSR Kolby Hampton on 4-6-18 sold to a minor decoy. GSR received Citation and was arrested. TSE fined \$1,000.00 citation received 6-19-18	6/19/2018	4/6/2018	GSR failed to key in correct DOB
Twice Daily # 7207, 343 E Main St., Hendersonville, TN 37075	GSR Latonya McGregor sold to minor on 4-25-18. GSR was found guilty. Gsr was terminated. TSE fined on 9-6-18 Beer Hearing for \$1,000.00, Randy Northern attended hearing.	9/6/2018	4/25/2018	GSR sold to minor
	Beer Citations 2017			
Store Location	Action Taken GSR (Sandra McKinnon) Terminated, Cited. TSE fined	Citation Date	Date Failed	
Daily's (TSE) # 7206 410B Old Hickory Blvd, Brentwood, TN 37027	\$1,000.00	2/14/2017	1/20/2017	Failed Compliance Check/Sold to minor
Daily's (Marathon) # 8020 - 301 White Bridge Rd., Nash. TN 37209	GSR (Lakenya Johnson) Arrested & Terminated, TSE fined \$1,000.00	5/12/2017	4/21/2017	Failed to check ID/Sold to a minor
Tri Star # 6607 -101 Gallatin Pk., Madison, TN 37115	GSR(Jevon Hardy-Jackson) Terminated and Cited, TSE fined \$1000.00	11/9/2017	10/6/2017	Checked Id and still sold to minor
Daily's #7114 - 2014 White Bridge Rd., Nashville, TN 37209	GSR (Gregory Page) Arrested& Terminated, TSE fined \$1,000.00 paid 1-24-18cashier ck # 0762407084	1/12/2018	12/8/2017	Sold beer to minor
Store Location	Beer Citations 2016 Action Taken	Citation Date	Date Failed	Reason
Daily's (TSE) #6617 5621 Franklin Pike, Brentwood, TN 37027	Current Business License not posted fined & paid \$1,000.00	3/24/2016	1/6/2016	Current Business License not posted
Twice Daily # 8899 369 New Shackle Isld Rd, Hendersonvile, TN 37075	GSR (Sean Harter) Terminated, fined, probation fined \$1,000.00	6/2/2016	3/23/2016	Entered date by admission
	Fined \$250.00 (Purchaser of beer found consuming on			•
Daily's (TSE) #8235 9 Hermitage Ave., Nashville, TN 37210	premises in parking lot.	5/31/2016	5/31/2016	Purchaser consumption on premises
Daily's (TSE) # 6115, 7534 Old Hickory Blvd., Nashville, TN 37189	GSR (Tashell S. Calloway) Terminated - Fined \$1,000.00 GSR (Jacob Abbott Teminated 10-4-16) Twice Daily	5/12/2016	4/15/2016	Entered date by admission
Twice Daily # 8091, 2504 East Wood Street, Paris, TN 38242	Fined \$500.00	10/20/2016	9/3/2016	Failed Beer Sting-GSR termed
Twice Daily # 7207, 343 East Main St., Hendersonville, TN37075	GSR (Tonja Crownover-Terminated 9-1-16) Twice Daily fined \$500.00	12/2/2016	9/1/2016	CSR sale to minor - 1st offense/ entered date by admission
	Beer Citations 2015			
Store Location Dailys #8815 - 222 W. New Hwy 96, Franklin, TN 37064 Dailys #6615-7534 Old Hickory Blvd., Whites Creek, TN TD #8863 - 4040 Hillsboro Pk., Nashville, TN 37215 Dailys #8126-724 Thompson Ln., Nashville, TN3 7204	Action Taken G.M. terminated GSR terminated-\$1,000 fine (Ricky McDaniel-GSR) terminated-\$1,000 fine paid. Amber Majors -GSR terminated -\$1,250 fine GSR terminated and cited to appear in court, - \$1,000	No fine yet 3/19/2015 5/14/2015 12/1/2015	1/20/2015 2/27/2015 4/17/2015 4/17/2015	Birthdate error by GSR Birthdate error by GSR Entered date by admission Entered birthdate in error
Dailys #7111- 5272 Cane Ridge Rd., Antioch, TN TD#8825 - 7354 Charlotte Pk., Nashville, TN 37209	fine. Silvester Ramierez-GSR terminated -cited	12/7/2015 12/3/2015	11/12/2015 12/3/2015	Entered birthdate in error Entered date by admission
	Beer Citations 2014			

Tri Star Energy, LLC Twice Daily - Tri Star Energy - T-Fuel - Daily's Daily's 2002 - to date

Dailys #8815 - 222 W. Hwy. 96, Franklin, TN 37064

G.M. Terminated / no fine yet

8/1/2014 Birthdate entered wrong

Beer Citations 2013

Store Location	Action Taken	Citation Date	Date Failed	Reason
Dailys #7122 - 5701 Edmondson Pike - Nashville, TN 37211 Dailys #8020 - 301 White Bridge Road - Nashville, TN 37209	Beer Fine - \$1,000 Beer Fine - \$1,000	5/28/2013 8/26/2013	1/9/2013 8/24/2013	Permit not in visible location Incorrect Birthdate entered. Falled Beer Sting-GSR Termed and Cited by
Dailys #6124 - 1412 Murfreesboro Road - Franklin, TN 37064	Beer Fine - \$1000	9/25/2013	9/23/2013	FPD

Beer Citations 2012

	Beer Citations 2012		
Store Location	Action Taken	Citation Date	Date Failed
Daily's #6637 - 88 M.t Juliet Rd., Mt. Juliet, TN 37122 Dailys #6608 - 5315 Harding, Nashville, TN 37205	Beer Fine - \$250.00 Beer Fine - \$1,000	2/21/2012 10/4/2012	5/19/2011 9/13/2012
Store Location	Beer Citations 2011		
Store Location	Action Taken		Date Failed
Daily's #8093 - 3545 Tom Austin Hwy Springfield, 37172	Beer Fine - 100.00	6/2/2011	6/2/2011
Date	Beer Citations 2008	Citation Date	Date Failed
Scot Market #3054 - 715 S. Riverside Dr., Clarksville, TN 37040 Scots Market #8029 - 2017 Eight Ave South - Nashvile, TN 37204 Scots Market #8065 - 309 W. College Street - Fayetteville, TN 37334 Daily's #8831 - 7395 Old Harding Pike, Nashville, TN 377221	Beer Fine \$1,000.00 Beer Fine \$1,500.00 Beer Fine \$1,000.00 Beer Fine \$250.00	5/13/08 7/11/08 9/10/08 12/12/08	5/13/08 7/11/08 9/10/08 12/12/08
Daily's Store #8833 – 107 Haywood Lane Store #7118 – 822 Murfreesboro Pike Store #6623 –1316 Hwy. 96, Franklin, TN Store #7213 – 331 5 th Ave. North, Franklin, TN	Beer Citations – Period 8/1/2004 – 7/31/2005	Citation Date	Date Failed 8/2004 3/2005 7/2005 7/2005
Daily's #6602 - 3863 Dickerson Pike, Nash., TN 37207 #6645 - 7691 Hwy 70 South, Bellevue, TN 37209 #6641 - 3696 Bell Rd., Nash., TN 37214	Daily's Beer License Suspensions 14 day suspension 14 day suspension 30 day suspension & Citation	Citation Date 9/7/2004 9/7/2004 7/24/2002	Date Failed
#7122 - 5701 Edmondson Pk., Nash., TN 37211	14 day suspension & Citation	10/17/2002	



www.integrascan.com 877-531-3282

Results can be verified by visiting: http://www.integrascan.com/verfication

National Criminal

ORDER INFORMATION

ORDER ID: 354464

DATE: 09/23/2019 08:46:45 AM SEARCH: NATIONAL CRIMINAL

SEARCH SUMMARY

0 CRIMINAL RECORD(S) FOUND

SEARCH CRITERIA

FIRST NAME MILDRED LAST NAME BUHLER

DOB 19830918
SEARCH DETAIL RECORDS

NO CRIMINAL RECORDS WERE FOUND FOR THIS SEARCH SUBJECT.

DATABASES SEARCHED: SHOW BELOW

- ALABAMA CORRECTION RECORDS
- · ALABAMA SEX OFFENDER RECORDS
- ALASKA COURT RECORDS
- ALASKA SEX OFFENDER RECORDS
- ARIZONA COURT RECORDS
- · ARIZONA CORRECTIONS RECORDS
- ARIZONA SEX OFFENDER RECORDS
- ARIZONA PIMA COUNTY (METRO TUCSON) COURT RECORDS
- ARIZONA MARICOPA COUNTY INMATE RECORDS
- ARKANSAS CORRECTIONS RECORDS
- ARKANSAS COURT RECORDS
- ARKANSAS SEX OFFENDER RECORDS
- CALIFORNIA CONTRA COSTA COUNTY COURT RECORDS
- CALIFORNIA FRESNO COUNTY COURT RECORDS
- CALIFORNIA LOS ANGELES COUNTY COURT RECORDS
- CALIFORNIA NEVADA COUNTY COURT RECORDS
- · CALIFORNIA ORANGE COUNTY COURT RECORDS
- CALIFORNIA RIVERSIDE COUNTY (EASTERN -- INDIO) COURT RECORDS
- CALIFORNIA RIVERSIDE COUNTY COURT RECORDS
- CALIFORNIA SACRAMENTO COUNTY COURT RECORDS
- CALIFORNIA SAN BERNARDINO COUNTY COURT RECORDS
- CALIFORNIA SAN DIEGO COUNTY COURT RECORDS
- CALIFORNIA SANTA BARBARA COUNTY COURT RECORDS
- CALIFORNIA SANTA CLARA COUNTY COURT RECORDS
- CALIFORNIA SANTA CRUZ COUNTY COURT RECORDS
 CALIFORNIA SISKIYOU COUNTY COURT RECORDS
- CALIFORNIA VENTURA COUNTY COURT RECORDS
- CALIFORNIA SEX OFFENDER RECORDS
- COLORADO CORRECTION RECORDS
- COLORADO DENVER COUNTY COURT RECORDS
- COLORADO SEX OFFENDER RECORDS
- CONNECTICUT CORRECTIONS RECORDS
- CONNECTICUT COURT RECORDS
- CONNECTICUT SEX OFFENDER RECORDS
- DELAWARE SEX OFFENDER RECORDS
- DISTRICT OF COLUMBIA CORRECTIONS RECORDS
- DISTRICT OF COLUMBIA SEX OFFENDER RECORDS
- FLORIDA CORRECTIONS RECORDS
- FLORIDA COURT RECORDS
- FLORIDA ALACHUA COUNTY COURT RECORDS
- FLORIDA BAY COUNTY COURT RECORDS
- FLORIDA BREVARD COUNTY COURT RECORDS
- FLORIDA BROWARD COUNTY COURT RECORDS
- FLORIDA CHARLOTTE COUNTY COURT RECORDS

1/5

- FLORIDA DADE/MIAMI-DADE COUNTY (METRO MIAMI) COURT RECORDS
- FLORIDA DUVAL COUNTY (METRO JACKSONVILLE) COURT RECORDS
- FLORIDA HERNANDO COUNTY (METRO TAMPA) COURT RECORDS
- FLORIDA HIGHLAND COUNTY COURT RECORDS
- FLORIDA HILLSBOROUGH COUNTY (METRO TAMPA) COURT RECORDS
- FLORIDA INDIAN RIVER COUNTY COURT RECORDS
- FLORIDA LEE COUNTY COURT RECORDS
- FLORIDA LEON COUNTY COURT RECORDS
- · FLORIDA MARION COUNTY COURT RECORDS
- FLORIDA MONROE COUNTY COURT RECORDS
- FLORIDA ORANGE COUNTY COURT RECORDS
- FLORIDA OSCEOLA COUNTY COURT RECORDS
- FLORIDA PALM BEACH COUNTY COURT RECORDS
- FLORIDA PINELLAS COUNTY COURT RECORDS
 FLORIDA SARASOTA COUNTY COURT RECORDS
- FLORIDA SEMINOLE COUNTY COURT RECORDS
- FLORIDA SEX OFFENDER RECORDS
- GEORGIA CORRECTIONS RECORDS
- . GEORGIA BUREAU OF INVESTIGATION RECORDS
- GEORGIA COBB COUNTY COURT RECORDS
- GEORGIA PAROLE BOARD RECORDS
- GEORGIA SEX OFFENDER RECORDS
- GUAM SEX OFFENDER RECORDS
- HAWAII CORRECTIONS RECORDS
- HAWAII SEX OFFENDER RECORDS
- IDAHO CORRECTIONS RECORDS
- IDAHO SEX OFFENDER RECORDS
- ILLINOIS CORRECTIONS RECORDS
- ILLINOIS COUNTY CIRCUIT COURT RECORDS
- ILLINOIS COOK COUNTY COURT RECORDS
- ILLINOIS SEX OFFENDER RECORDS
- INDIANA CORRECTIONS RECORDS
- INDIANA COUNTY CIRCUIT COURT RECORDS
- INDIANA SEX OFFENDER RECORDS
- IOWA CORRECTIONS RECORDS
- IOWA PROBATION RECORDS
- IOWA COURT RECORDS
- . IOWA SEX OFFENDER RECORDS
- KANSAS CORRECTIONS RECORDS
- KANSAS SEX OFFENDER RECORDS
- KENTUCKY CORRECTIONS RECORDS
- KENTUCKY SEX OFFENDER RECORDS
- LOUISIANA PAROLE BOARD RECORDS
 LOUISIANA TAMMANY PARRISH COURT RECORDS
- LOUISIANA SEX OFFENDER RECORDS
- MAINE CORRECTIONS RECORDS
- MAINE SEX OFFENDER RECORDS
- MARYLAND CORRECTIONS RECORDS
- MARYLAND SEX OFFENDER RECORDS
- MASSACHUSETTS SEX OFFENDER RECORDS
- MICHIGAN CORRECTIONS RECORDS
- MICHIGAN MACOMB COUNTY COURT RECORDS
- MICHIGAN WAYNE COUNTY (METRO DETROIT) COURT RECORDS
- MICHIGAN THIRTEENTH CIRCUIT COURT RECORDS
- MICHIGAN SEX OFFENDER RECORDS
- MINNESOTA CORRECTIONS RECORDS
- MINNESOTA BCA RECORDS
- MINNESOTA SEX OFFENDER RECORDS
- MISSISSIPPI CORRECTIONS RECORDS
- MISSISSIPPI HARRISON COUNTY COURT RECORDS
- MISSISSIPPI HINDS COUNTY (METRO JACKSON) COURT RECORDS
- MISSISSIPPI PAROLE BOARD RECORDS
- MISSISSIPPI SEX OFFENDER RECORDS
- MISSOURI CORRECTIONS RECORDS
- MISSOURI COURT RECORDS
- MISSOURI SEX OFFENDER RECORDS
- MONTANA CORRECTIONS RECORDS
 MONTANA SEX OFFENDER RECORDS
- NEBRASKA CORRECTIONS RECORDS
- NEBRASKA SEX OFFENDER RECORDS
- NEVADA CORRECTIONS RECORDS
- NEVADA CLARK COUNTY (METRO LAS VEGAS) COURT RECORDS
- NEVADA SEX OFFENDER RECORDS
- NEW HAMPSHIRE CORRECTIONS RECORDS
- NEW HAMPSHIRE SEX OFFENDER RECORDS

- NEW JERSEY CORRECTIONS RECORDS
- **NEW JERSEY COURTS RECORDS**
- NEW JERSEY SEX OFFENDER RECORDS
- NEW MEXICO CORRECTIONS RECORDS
- NEW MEXICO COURT RECORDS
- NEW MEXICO BERNALILLO COUNTY (METRO ALBUQUERQUE) COURT RECORDS
- NEW MEXICO SEX OFFENDER RECORDS
- **NEW YORK CORRECTIONS RECORDS**
- **NEW YORK SEX OFFENDER RECORDS**
- NORTH CAROLINA CORRECTIONS RECORDS
- NORTH CAROLINA COURT RECORDS
- NORTH CAROLINA SEX OFFENDER RECORDS
- NORTH DAKOTA COURT RECORDS
- NORTH DAKOTA SEX OFFENDER RECORDS
- OHIO CORRECTIONS RECORDS
- OHIO ALLEN COUNTY COURT RECORDS
- OHIO ASHTABULA COUNTY COURT RECORDS
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- OHIO CLERMONT COUNTY COURT RECORDS
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- OHIO MAHONING COUNTY COURT RECORDS OHIO - MEDINA COUNTY COURT RECORDS
- OHIO MONTGOMERY COUNTY COURT RECORDS
- OHIO MUSKINGUM COUNTY COURT RECORDS
- OHIO OTTAWA COUNTY COURT RECORDS
- OHIO PORTAGE COUNTY COURT RECORDS
- OHIO PREBLE COUNTY COURT RECORDS
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- OHIO SANDUSKY COUNTY COURT RECORDS
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- OHIO SUMMIT COUNTY COURT RECORDS OHIO - TRUMBULL COUNTY COURT RECORDS
- OHIO TUSCARAWAS COUNTY COURT RECORDS
- OHIO WARREN COUNTY COURT RECORDS
- OHIO WASHINGTON COUNTY COURT RECORDS
- OHIO WAYNE COUNTY COURT RECORDS
- OHIO WOOD COUNTY COURT RECORDS
- OHIO SEX OFFENDER RECORDS
- OKLAHOMA CORRECTIONS RECORDS
- OKLAHOMA DPS RECORDS
- OKLAHOMA COURT RECORDS
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- OKLAHOMA CLEVELAND COUNTY COURT RECORDS

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- OKLAHOMA ROGER MILLS COUNTY COURT RECORDS
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- OKLAHOMA TULSA COUNTY COURT RECORDS
- OKLAHOMA SEX OFFENDER RECORDS
- OREGON CORRECTIONS RECORDS
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- PENNSYLVANIA CORRECTION RECORDS
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- . RHODE ISLAND SEX OFFENDER RECORDS
- SOUTH CAROLINA CORRECTIONS RECORDS
- SOUTH CAROLINA DEPT. OF PROBATION, PAROLE, AND PARDON RECORDS
- SOUTH CAROLINA DORCHESTER COUNTY COURT RECORDS
- SOUTH CAROLINA FLORENCE COUNTY COURT RECORDS
- SOUTH CAROLINA GEORGETOWN COUNTY COURT RECORDS
- SOUTH CAROLINA GREENVILLE COUNTY COURT RECORDS
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- SOUTH CAROLINA LEXINGTON COUNTY COURT RECORDS
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- SOUTH CAROLINA SPARTANBURG COUNTY COURT RECORDS
- SOUTH CAROLINA YORK COUNTY COURT RECORDS
- SOUTH CAROLINA SEX OFFENDER RECORDS
- SOUTH DAKOTA SEX OFFENDER RECORDS
- TENNESSEE CORRECTIONS RECORDS
- TENNESSEE COURT RECORDS
- TENNESSEE DAVIDSON COUNTY COURT RECORDS
- TENNESSEE HAMILTON COUNTY COURT RECORDS
- TENNESSEE METH OFFENDER REGISTRY RECORDS
- TENNESSEE SEX OFFENDER RECORDS
- · TEXAS CORRECTIONS RECORDS
- TEXAS DPS RECORDS
- TEXAS BEXAR COUNTY COURT RECORDS
- TEXAS BRAZORIA COUNTY COURT RECORDS
- · TEXAS BURNET COUNTY COURT RECORDS
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- TEXAS DENTON COUNTY COURT RECORDS
- TEXAS EL PASO COUNTY COURT RECORDS
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- VIRGINIA FAIRFAX COUNTY COURT RECORDS
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- WASHINGTON CORRECTIONS RECORDS
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- WEST VIRGINIA SEX OFFENDER RECORDS
- WISCONSIN CORRECTIONS RECORDS
- WISCONSIN COURT RECORDS
- WISCONSIN SEX OFFENDER RECORDS
- WYOMING SEX OFFENDER RECORDS

To confirm the validity of this report, please visit: http://www.integrascan.com/verification



Division of Business Services Department of State

State of Tennessee 312 Rosa L. Parks AVE, 6th FL Nashville, TN 37243-1102

TIFFANY BRINKLEY

1740 ED TEMPLE BLVD. NASHVILLE, TN 37208

September 3, 2019

Request Type: Certificate of Existence/Authorization

Request #: 0328625

Issuance Date: 09/03/2019

Copies Requested:

Document Receipt

Receipt #: 004999764

Filing Fee:

\$20.00

Payment-Credit Card - State Payment Center - CC #: 3764926242

\$20.00

Regarding:

TRI STAR ENERGY, LLC

Filing Type:

Limited Liability Company - Foreign

Control #:

396778

Formation/Qualification Date: 10/05/2000

Date Formed:

10/04/2000

Status:

Active

Formation Locale: DELAWARE

Duration Term:

Perpetual

Inactive Date:

CERTIFICATE OF AUTHORIZATION

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that effective as of the issuance date noted above

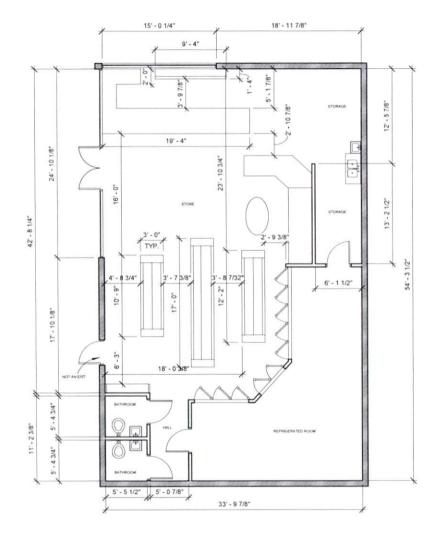
TRI STAR ENERGY, LLC

- * is a Limited Liability Company formed in the jurisdiction set forth above and is authorized to transact business in this State:
- * has paid all fees, interest, taxes and penalties owed to this State (as reflected in the records of the Secretary of State and the Department of Revenue) which affect the existence/authorization of the business:
- * has filed the most recent annual report required with this office;
- * has appointed a registered agent and registered office in this State;
- * has not filed an Application for Certificate of Withdrawal.

Secretary of State

Processed By: Cert Web User

Verification #: 034937532









EXISTING - FIRST FLOOR PLAN 2.3

1/8" = 1'-0" 150 Franklin Road, Brentwood, Tennessee, United States 37027



Brentiverd To

LEASE

THIS LEASE, made and entered into this 30th day of 197, by and between MALCOLM S. POTEAT, and wife MARY L. POTEAT, hereinafter called "Lessor," and THE PARMAN CORPORATION, a Tennessee corporation, hereinafter called "Lessee";

WITNESSETH:

1. PREMISES. For and in consideration of the rents herein reserved and the other covenants and agreements herein made, Lessor does hereby lease and demise unto the Lessee, and Lessee does hereby take and rent from the Lessor, the following described real property together with the building and other improvements thereon, hereinafter sometimes referred to as the "Premises":

Land in Brentwood, Williamson County, Tennessee, more particularly described as follows:

Beginning at a point on the easterly boundary line of U. S. Highway #31, which is 208.3 feet northeast of the northeast corner of the intersection of U. S. Highway #31 and Church Street; thence continuing along the easterly boundary of said U. S. Highway #31 north 20 degrees 30 minutes east a distance of 200 feet to a point; thence south 69 degrees 30 minutes east a distance of approximately 208.5 feet to a point in the westerly boundary of Pewitt Street; thence south 11 degrees 00 minutes west along the westerly boundary of Pewitt Street approximately 202.9 feet to a point; thence north 69 degrees 30 minutes west approximately 242.3 feet to said point of beginning.

TO HAVE AND TO HOLD the Premises unto the Lessee, its successors and assigns, for the term and on the conditions herein set forth.

- TERM. The original term of this lease shall be for a period of five (5)
 years, commencing on April 17, 1981, and terminating at midnight on April 16, 1986,
 unless extended or sooner terminated as herein provided.
- 3. RENEWAL. Lessee shall have and is hereby given an option to renew and extend the term hereof for an additional period of five (5) years. Such renewal shall be on the same terms and conditions as herein set forth except that the rental during the renewal term shall be as hereinafter specifically provided. Lessee may exercise such renewal option by giving notice of such exercise to the Lessor not less than one hundred eighty (180) days prior to the expiration of the original term. As hereinafter used, all references to the term of this lease shall include such additional period or periods of time for which the same may be extended or renewed as above provided.
- RENTS. As rental for the Premises, Lessee will pay to Lessor the following monthly rents in advance on the first day of each month of the term hereof

(with rentals for portions of a month, if any, being prorated), at such place as the Lessor shall designate:

Sixteen hundred (\$1,600) dollars per month during the original term hereof (hereinafter referred to as the "Base Rent").

- (b) If the Lessee shall exercise the renewal option, the monthly rental during each such renewal term shall be the lesser of: (1) \$2,150 per month, or (2) the amount of the Base Rent adjusted for any increase (but not decrease), between January 1981 (the "Base Month") and the third month preceding the month in which the renewal term commences (the "Adjustment Month"), in the Revised All Items Consumer Price Index for Urban Wage Earners and Clerical Workers (the "Price Index") published by the Bureau of Labor Statistics of the United States Department of Labor (base of 1967 = 100). In no event shall the rent be reduced below the amount of the Base Rent. If the Price Index shall no longer be published, then a similar index generally recognized as authoritative shall be substituted for the Price Index. If the parties cannot agree on a substitute index, then either party may request the President of the Real Estate Board (or other organization having similar functions and purposes) in Nashville, Tennessee to designate a substitute index; and the index so designated shall be substituted for the Price Index. In any event, the base used for any substituted index (or for the Price Index whenever necessary or appropriate) shall be converted and reconciled to the base of the Price Index for the Base Month.
- 5. TAXES. Lessee will pay, on or before the delinquency date thereof, all real estate taxes, assessments and other governmental charges levied or assessed against the Premises during the term hereof by any and all taxing authorities. Such taxes and other charges shall be equitably prorated for the tax year in which the term hereof commences and terminates. Lessee shall pay any and all taxes which may be levied or assessed against any property of the Lessee from time to time located or placed in or about the Premises.
- 6. DAMAGE BY FIRE OR OTHER CASUALTY INSURANCE. At all times during the term hereof, Lessee, at its expense, shall maintain insurance covering the Premises under what is commonly known as a "fire extended coverage" policy in an amount not less than one hundred percent (100%) of the insurable value of the Premises with replacement cost endorsement. Such policy or policies shall name both the Lessor and the Lessee as the insureds as their respective interests may appear; and copies of such policies together with evidence of the payment of the premiums thereon shall, on request, be delivered by the Lessee to the Lessor. The insurance required to be carried by the

Lessee under this lease may be in the form of a blanket or similar policy provided that any such policy shall specifically describe the location of the Premises, designate the amount of insurance applicable to the Premises and list the Lessor as a named insured as to the Premises. The Lessee, at its option, may carry such further or additional insurance as it may desire. In the event the Premises are damaged or destroyed by fire or other casualty during the term hereof, the Premises shall be promptly repaired or restored by the Lessee and any insurance proceeds shall be made available to the Lessee for such purpose. In the event such damage or destruction shall render the Premises or any part thereof unusable by the Lessee during the period required for such repair or restoration, there shall be an equitable abatement of rent in accordance with the area so rendered unusable at the time required for repair or restoration.

- 7. INDEMNITY LIABILITY INSURANCE. Lessee covenants and agrees to protect, indemnify and hold harmless the Lessor from any claim, liability, suit or other action arising from any injury or damage (including loss of life) to person or property, including the property of Lessee, occurring in, on or about the Premises during the term hereof. Lessee, at its expense, shall maintain at all times during the term hereof public liability insurance covering the Premises with minimum limits of \$300,000 for injury or death to one person, \$1,000,000 with respect to any one occurrence, and \$100,000 for damage to the property of others. Lessee will, upon request, deliver copies of such policies or certificates evidencing same to the Lessor.
- 8. REPAIRS AND ALTERATIONS. Lessee further covenants that it will, at its own expense, during the continuance of this Lease, keep the said premises and every part thereof in as good repair and at the expiration of the term yield and deliver up the same in as like condition as when taken, reasonable wear and use thereof and damage by the elements excepted. Lessee shall not make any structural alterations, additions or improvements to said premises that would diminish the value of the property without Lessor's written consent; provided, however, that without the consent of Lessor, the Lessee and/or their tenants may install machinery fixtures, equipment, shelves, partitions, wiring, lighting, drinking fountains, television aerials and outlets, and the like, and may make minor changes and alterations shall be made and completed in a first-class workmanlike manner in conformity with all ordinances and other laws. Title to all such alterations, additions or improvements made at the expense of Lessee, (but not including machinery, trade fixtures, household appliances, and the like) shall vest in Lessor. Upon the expiration or the early termination of this Lease, Lessee shall have the right to remove trade fixtures and/or machinery and personal belongings from the premises

without the written consent of Lessor, but shall repair any damages done to the property caused by their removal.

- UTILITY BILLS. Lessee shall pay all bills for water, gas, electricity and other utilities or similar services used on or furnished to the Premises during the term hereof.
- 10. <u>USE</u>, ASSIGNMENT AND SUBLETTING. The Premises shall be used for the operation of a service station and/or such other purpose or purposes as may be approved by the Lessor, which approval shall not be unreasonably withheld. The Lessee may assign this lease or sublet all or any part of the Premises with the consent of the Lessor, which consent will not be unreasonably withheld; provided, however, that any such consent by the Lessor shall not relieve the Lessee of its obligation to pay the rentals and perform its other duties as herein provided.
- II. QUIET ENJOYMENT. Lessor covenants and warrants to Lessee that Lessor has good right and full power and authority to execute this lease and to grant the term herein demised, and that Lessee, upon paying the rent and performing its covenants hereunder, shall peaceably and quietly have, hold and enjoy the Premises during the original and any renewal term hereof.
- 12. CONDEMNATION. If all or substantially all of the demised premises shall be appropriated and taken for any public use under the power of eminent domain, then the term of this Lease shall cease and terminate as of the date of such appropriation or taking. In the event the portion taken of said property shall not render the property unuseable by Lesse, then this Lease shall not terminate, but shall continue on the remaining portion of the property leased and the rent herein shall be proportionately and equitably reduced from and after such appropriation. All damages awarded for such taking of the land or building shall belong to and be the property of the Lessor, whether such taking shall be awarded as compensation for diminution in value to the leasehold or to the property herein leased; provided, however, that the Lessee shall receive all damages awarded for loss of business or for any trade fixtures installed by Lessee, or for the cost of moving which shall be the property of the Lessee.
- 13. <u>DEFAULT</u>. In the event the Lessee shall fail to pay any of the rents herein provided and such default shall continue for more than fifteen (15) days after the Lessor shall give notice thereof to the Lessee, or if the Lessee shall default in any of its other covenants or agreements herein contained and if the Lessee shall fail to commence to cure such default within thirty (30) days after the notice from the Lessor and thereafter proceed to completely cure such default with reasonable diligence, then, in any

such event, Lessor, in addition to and not in limitation of any other rights and remedies available to Lessor under law, may declare this lease and all rights of the Lessee hereunder as terminated, and Lessor may re-enter and re-take possession of the Premises, or Lessor, at its option, may re-enter and re-take the Premises without terminating this lease and re-rent the same for the account of the Lessee who shall remain liable for any deficiency in the net rents thereafter received by the Lessor for the remainder of the original term or renewal term hereof as the case may be.

14. NOTICES. Any notice required or desired to be served by either party hereto upon the other shall be deemed to have been properly given or made if such notice shall be in writing and shall be sent by registered or certified mail with postage prepaid and addressed as follows:

To the Lessor:

Malcolm S. Poteat

450 Craighead

Nashville, Tennessee 37204

To the Lessee:

The Parman Corporation 2410 Charlotte Avenue Nashville, TN 37203

In like manner, either party from time to time may change the address to which notices to it are to be sent.

15. <u>HOLDING OVER</u>. Any holding over by the Lessee at the expiration of the original or any renewal term hereof shall in the absence of an agreement to the contrary create a tenancy from month-to-month at the last rent then payable and otherwise on all the same terms and conditions hereof.

16. GENERAL. This instrument contains the entire agreement between the parties concerning the leasing of the Premises, and no modification, release or waiver of any provision hereof shall be of any force or effect unless in writing and signed by the party to be bound thereby. All of the covenants, terms and conditions hereof shall be binding upon and shall inure to the benefit of the Lessor and the Lessee and their respective heirs, legal representatives, successors and assigns. As used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders unless the context shall fairly require a different construction.

15. HOLDING OVER. Any holding over by the Posee at the expiration of the original or any renewal term hereof shall in the absence of an agreement to the contrary create a tenancy from month-to-month at the last rent then payable and otherwise on all the same terms and conditions hereof.

16. GENERAL. This instrument contains the entire agreement between the parties concerning the leasing of the Premises, and no modification, release or waiver of any provision hereof shall be of any force or effect unless in writing and signed by the party to be bound thereby. All of the covenants, terms and conditions hereof shall be binding upon and shall inure to the benefit of the Lessor and the Lessee and their respective heirs, legal representatives, successors and assigns. As used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders unless the context shall fairly require a different construction.

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witness my hand and seal, at office in Martinille, Jenny,
Notary Rublic
My Commission Expires: My Commission Expires 141LY 28, 1981
STATE OF AND
COUNTY OF Allered 20 70
Before me, County and State aforesaid, personally appeared with whom I am personally acquainted, and who, upon oath, acknowledged himself to be I am personally acquainted, and who, upon oath, acknowledged himself to be of the Parmon Corporation, the within named bargainor, a corporation, and that he as such the purposes therein contained, by signing the name of the foregoing instrument for the purposes therein contained, by signing the name of the
corporation by himself as firedest
Witness my hand and seal, at office in fishing, and, this and day of will miles, 1900.
Notary Public
My Commission Expires: 14-18-83

EXTENSION OF LEASE ACREEMENT

THIS EXTENSION, made on this the //- day of MAY, 1988, by and between THE MALCOLM S. POTEAT FAMILY TRUST (hereinafter called "Lessor") and THE PARMAN CORPORATION, a Tennessee corporation (hereinafter called "Lessee").

WHEREAS, Malcolm S. Poteat, the Lessor and the Lessee have previously entered into a certain lease dated December 30, 1980 (the "Lease"), with respect to certain real property in Brentwood, Tennessee, and more particularly described therein (the "Property"); and

WHEREAS, Malcolm S. Poteat has since died, leaving all his interest in the Lease and the Property to the Lesson; and

WHEREAS, the term of the Lease, as now in force, expires on April 16, 1991; and

WHEREAS, the Lessor and the Lessee are now desirous of amending the Lease in accordance with the terms and conditions hereof;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises herein contained, the Lessor and the Lessee (collectively the "parties") do hereby agree:

1. Change in Term. Paragraph 2 of the Lease is hereby amended to read as follows:

The term of the Lease shall continue from August 1, 1988, until midnight on April 16, 2014, unless sooner terminated as herein provided.

- 2. No Renewal Periods. After April 16, 2014, the Lessee shall have no options to renew or extend the term hereof. The terms of paragraph 3 of the Lease are hereby deleted.
- 3. Rents. Paragraph 4 of the Lease is hereby amended to read as follows:
 - (a) As rental for the Premises from August 1, 1988, through April 16, 1991, Lessee will pay to Lessor an amount of \$3,500 per month in advance on the first day of each month of the term hereof (with rentals for portions of a month, if any, being prorated) at such place as the Lessor shall designate.

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- (b) As rental for the Premises from April 16, 1991, through April 15, 1994, Lessee shall pay as monthly rental to Lessor, on the same terms as set forth above, the greater of: (i) \$4,200; or (ii) \$3,500, adjusted for any increase (but not decrease) between April 1988 and February 1991, in the Revised All Items Consumer Price Index For Urban Wage Earners and Clerical Workers (the "Price Index") published by the Bureau of Labor Statistics of the United States Department of Labor (Base of 1967 = 100). (Said rental amount shall be known as the "Base Rent".)
- (c) As of April 16, 1991, and on every third annual anniversary thereafter, the monthly rental shall be adjusted to be the Base Rent adjusted for any increase (but not decrease) between April 1991, & and the third month preceding the month in which the adjustment occurs (the "Adjustment Month") in the Price Index. In no event shall the rent ever be reduced below the amount of the monthly rent owed for the month immediately preceding the Adjustment Month.
- (d) If the Price Index shall no longer be published, then a similar index generally recognized as authoritative shall be substituted for the Price Index. If the parties cannot agree on a substitute index, then either party may request the President of the Real Estate Board (or other organization having similar functions and purposes) in Nashville, Tennessee, to designate a substitute index; and the index so designated shall be substituted for the Price Index. In any event, the base used for any substituted index (or for the Price Index whenever necessary or appropriate) shall be converted and reconciled to the base of the Price Index.
- 4. Rights of First Refusal. Lessee shall have the right to acquire the Premises upon the terms and conditions hereof.

If the Lessor shall, during the term of the Lease, including this extension, enter into an enforceable real estate contract to sell the Premises, then the Lessor shall be required to promptly notify the Lessee of the terms of said contract. The Lessee shall have thirty (30) days following the date of such notice (the "election period") to elect to acquire the Premises from the Seller on the exact same terms (including, without limitation, the closing date) as set forth in said contract. The Lessee shall make its election by notifying the Lessor within the election period of its decision. The failure of the Lessee to make any election within the election period shall be deemed the rejection by the Lessee of its right to acquire the Premises. If, however, the Lessor properly

elects to acquire the Premises, then the interests of the purchaser under said contract in the Premises shall be subordinate to those of the Lessee.

- 5. Assignment of Lease for Financing. The Lessor expressly consents to the assignment by the Lessee of its interest as a tenant under the Lease as collateral to institutions and other persons advancing credit to the Lessee.
- 6. Miscellaneous. All capitalized terms shall have the same meanings as ascribed to them in the Lease, unless otherwise defined herein. This instrument shall be governed by Tennessee law.
- 7. No Other Changes. Except as set forth above, the parties do not intend any changes to be made to the Lease. The parties intend the provisions of the Lease to continue to apply through April 16, 2014, except to the extent changed hereby.

IN WITNESS WHEREOF, the parties have executed this extension on this the same day and date first written above.

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THE MALCOLM S. POTEAT FAMILY TRUST

By Battlin O. Tewall

(Trustee)

THE PARMAN CORPORATION

By: 1) 1 Spire 1 - Paco.



SECOND EXTENSION OF LEASE AGREEMENT

THIS SECOND EXTENSION, made on this the good day of MAY, 2006, by and between CYNTHIA P. SEWELL, JAMES M. CANNON and ANNA KATE C. STALLINGS (hereinafter collectively called the "Lessor") and TRI STAR ENERGY, LLC (hereinafter called the "Lessee").

WHEREAS, Malcolm S. Poteat and The Parman Corporation have previously entered into a certain lease dated December 30, 1980 (the "Lease"), with respect to certain therein described real property in Brentwood, Tennessee (the "Property"); and

WHEREAS, Malcolm S. Poteat has since died, leaving all his right, title and interest in the Lease and the Property to The Malcolm S. Poteat Family Trust; and

WHEREAS, The Malcolm S. Poteat Family Trust and The Parman Corporation entered into a certain document styled <u>Extension of Lease Agreement</u> dated May 16, 1988 (the "First Extension"); and

WHEREAS, the Malcolm S. Poteat Family Trust has since terminated and distributed all its right, title and interest in the Lease and the Property to Cynthia P. Sewell and Sylvia P. Cannon; and

WHEREAS, the Lease has been assigned from The Parman Corporation to certain other entities and ultimately to Tri Star Energy, LLC, same having been consented to by Cynthia P. Sewell and Sylvia P. Cannon in a document styled <u>Lessor's Consent to Assignment of Lease</u> dated September 27, 2001; and

WHEREAS, Sylvia P. Cannon has since died, leaving all her right, title and interest in the Lease and the Property to James M. Cannon and Anna Kate C. Stallings; and

WHEREAS, the Lessor and the Lessee are now desirous of amending the Lease and the First Extension in accordance with the terms and conditions hereof;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises herein contained, the Lessor and the Lessee (collectively the "parties") do hereby agree:

1. Change in Term. Paragraph 2 of the Lease and Paragraph 1 of the First Extension are hereby amended to read as follows:

The term of the Lease shall continue from August 1, 1988 until midnight on April 30, 2029, unless sooner terminated as herein provided.

- 2. No Renewal Periods. After April 30, 2029, the Lessee shall have no options to renew or extend the term hereof. The terms of paragraph 3 of the Lease are hereby deleted.
- 3. Rents. Paragraph 4 of the Lease and paragraph 3 of the First Extension are hereby amended to read as follows:
 - (a) As of May 1, 2006, and on every third annual anniversary thereafter, the monthly rental shall be adjusted to be the Base Rent adjusted for any increase (but not any decrease) between April, 1991 and the fourth month preceding the month in which the adjustment occurs (the "Adjustment Month") in the Price Index. In no event shall the rent ever be reduced below the amount of the monthly rent owed for the month immediately preceding the Adjustment Month.
 - (b) If the Price Index shall no longer be published, then a similar index generally recognized as authoritative shall be substituted for the Price Index. If the parties cannot agree on a substituted index, then either party may request the then incumbent President of the Nashville Bar Association in Nashville, Tennessee to designate a substitute index, and the index, so designated, shall be substituted for the Price Index. In any event, the base used for any substituted index shall be converted and reconciled to the base of the Price Index.
 - (c) As used herein, the term "Base Rent" shall mean \$4,200.00.
 - (d) As used herein, the term "Price Index" shall mean the All Items Consumer Price Index for Urban Wage Earners and Clerical Workers published by the Bureau of Labor Statistics of the United States Department of Labor (Base of 1967 = 100 and not seasonally adjusted).
- 4. <u>Miscellaneous</u>. Al capitalized terms shall have the same meanings as ascribed to them in the Lease and/or the First Extension (as appropriate), unless otherwise defined herein. This

instrument shall be governed by Tennessee law. This Second Extension shall be effective as of the day and date first written above.

5. No Other Changes. Except as set forth above, the parties do not intend any changes to be made to the Lease or the First Extension. The parties intend the provisions of the Lease and the First Extension to continue to apply through April 30, 2029, except to the extent changed hereby.

IN WITNESS WHEREOF, the parties have executed this First Extension this the same day and date first written above, the Lessee acting through its duly empowered representative.

LESSOR:

SEWELI

LESSEE:

TRI STAR ENERGY, LLC

Title: authorized Representative



mail

This instrument prepared by: Claiborne K. McLemore III McLemore & Rollins 1211 Sixteenth Avenue, South Nashville, Tennessee 37212

Address of New Owner:	Send Tax Bills To:	Property Identification
James M. Cannon <u>et al.</u> c/o Claiborne K. McLemore III 1211 Sixteenth Ave., S. Nashville, TN 37212	-same-	Map 15-011B Group B Parcel 01600

ADMINISTRATOR'S QUIT-CLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, CLAIBORNE K. McLEMORE III, Administrator of the ESTATE OF SYLVIA P. CANNON, deceased (the "Grantor") has this day bargained and sold, and does hereby transfer and convey to JAMES M. CANNON AND ANNA KATE C. STALLINGS, as equal tenants-in-common (the "Grantees"), their respective heirs, successors and assigns forever, all the Grantor's interest in the following land in Williamson County, Tennessee, to wit:

All that land described on the Exhibit A attached hereto, the terms of which are hereby incorporated herein in their entirety as though set forth herein verbatim

This is improved property known generally as 150 Franklin Road, Brentwood, Tennessee.

This conveyance is made pursuant to the administration of the Estate of Sylvia P. Cannon.

WHENEVER used, the singular shall include the plural, the plural the singular and the use of any gender shall be applicable

Book 4020 Page 680

to all genders.

IN WITNESS, WHEREOF, the Grantor has executed this instrument on this the 23nd day of August, 2006.

> THE ESTATE OF SYLVIA P. CANNON, deceased

By: Claiborne K. McLemore

Administrator

a:\b874ray

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, Nancy Bowen , a Notary Public in and for said County and State, personally appeared Claiborne K. McLemore III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Administrator of the Estate of Sylvia P. Cannon, deceased, the within bargainor, an estate, and that he, as such Administrator, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the estate by himself as Administrator.

WITNESS my hand, at office in Nashville, Tennessee, this 231d day of August, 2006.

My commission expires:

11-08-2008

Book 4020 Page 681

STATE	OF	TENNESSEE)
)
COUNTY	OE	DAVIDSON)

The actual consideration for this transfer is \$-0-.

CPILK m/3

Subscribed and sworn to before me, this $23^{\prime\prime\prime}$ day of $\Delta ugust$, 2006.

Nancy Dower
NOTARY PUBLIC

My commission expires: 11-08-2008

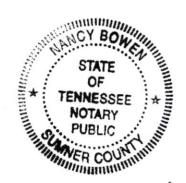


EXHIBIT A

The Grantor's fifty percent (50%) undivided interest as a tenant-in-common in the following:

A lot or parcel of land in the village of Brentwood, the Fifteenth Civil District of Williamson County, Tennessee, described as follows:

Beginning at a stake in the easterly margin of U. S. Highway 31 at a point 208.3 feet from the northerly margin of Church Street, thence North 20 degrees 30 minutes East 200 feet to a stake in the easterly margin of said U. S. Highway 31; thence South 69 degrees 30 minutes East 223.7 feet to a stake in the center of Pewitt Street; thence with the center of same South 11 degrees West 202.8 feet to a stake; thence North 69 degrees 30 minutes West 257.3 feet to the point of beginning, as surveyed by Lewis D. Justice, Surveyor, on September 15, 1949.

Being the same property conveyed to Sylvia P. Cannon by deed of record in Book 923, page 209, Register's Office for Williamson County, Tennessee. The said Sylvia P. Cannon died intestate on January 13, 2005. January 13, 2005; her estate was administered before the Seventh Circuit Court for Davidson County, Tennessee (Probate Division) under Docket #05 P 114. Her heirs-at-law, as determined under the Tennessee laws of intestate succession, were her two (2) children, James M. Cannon and Anna Kate C. Stallings.

This property is subject to current year's taxes and such matters affecting it as may appear of record.

BK/PG:4020/679-682

06042123

	DUITCLAIM D	02:54 PM
	BATCH	80365
	MTG TAX	0.00
	TRN TAX	0.00
-	REC FEE	20.00
	DP FEE	2.00
	REG FEE	0.00
	TOTAL	22.00

SADIE WADE



Resale Authorization

September 20, 2019

TRI STAR ENERGY, LLC PO BOX 282249 NASHVILLE TN 37228-8513 Letter ID:

L0123272448

Account ID: Account Type: 1000347538-SLC Sales and Use Tax

The above named taxpayer has been granted authority in accordance with Tenn. Code Ann. § 67-6-102 and Tenn. Comp. R. & Regs. 1320-05-01-.62 and 1320-05-01-.68 to make purchases intended for subsequent resale without payment of sales or use tax. Any merchandise or other taxable item purchased without the payment of tax upon this resale certificate that is used or consumed in any manner by the taxpayer, or is given away, must be reported and the tax paid directly to the Tennessee Department of Revenue.

It is a misdemeanor to misuse the certificate of resale for the purpose of obtaining taxable property or services without the payment of the sales or use tax when it is due and such wrongful use is grounds for the Commissioner to revoke the taxpayer's Certificate of Registration.

The taxpayer must furnish its supplier(s) at the time of purchase with a copy of the enclosed certificate with the lower portion properly completed. The original certificate should be retained **for copy purposes.** The supplier must maintain a file copy as evidence of the sales tax exemption. Later purchases do not require the submission of additional copies. The taxpayer must notify the seller in writing if the certificate is no longer valid.

David Gerregano

Commissioner of Revenue



STATE OF TENNESSEE DEPARTMENT OF REVENUE

TRI STAR ENERGY, LLC PO BOX 282249 NASHVILLE TN 37228-8513 Letter ID:

L0123272448

Effective Date:

September 1, 2019

Account ID:

1000347538-SLC

Account Type: Location ID: Sales and Use Tax

Location Address:

0103492320

HIGHTAIL # 6613 150 FRANKLIN RD

BRENTWOOD TN 37027-4637

Sales and Use Tax Certificate of Resale

The above named taxpayer has been granted authority in accordance with Tenn. Code Ann. § 67-6-102 and Tenn. Comp. R. & Regs. 1320-05-01-.62 and 1320-05-01-.68 to make purchases intended for subsequent resale without payment of sales or use tax. Any merchandise or other taxable item purchased without the payment of tax upon this resale certificate that is used or consumed in any manner by the taxpayer, or is given away, must be reported and the tax paid directly to the Tennessee Department of Revenue.

The supplier must maintain a file copy as evidence of the sales tax exemption. Later purchases do not require the submission of additional copies.

Seller's Name	Seller's Address (City & State)	
l, taxpayer, certify that the products or serv purchaser for the following reason.	, as an authorized represe vices purchased are intended for subseque	
product () rental or leasing of the tangible persor	ty, taxable service, taxable amusement, or nal property assembled, processed or refined finished	
Under penalty of perjury, I affirm this to b	oe a true and correct statement.	
Print Name of Authorized Representative	Signature of Authorized Representative	Date