



**Agenda for the Meeting of Brentwood Beer Board
Tuesday, January 14, 2020 - 6:45 pm
Brentwood City Hall**

Call to Order by Mayor
Roll Call

Approval of Minutes

October 28, 2019

New Business

1. Request of Brinker OpCo, LLC for an on-premises beer permit at Chili's Grill & Bar, 107 Creekside Crossing
2. Consideration of Holding Beer Law Violation Hearing - Brick's Cafe & Bistro, LLC, 330 Franklin Rd
3. 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: 01/14/2020

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Approval or correction of minutes from the October 28, 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, October 28, 2019 at 8:08 pm at Brentwood City Hall.

Present: Mayor Rhea Little; Vice Mayor Ken Travis; Commissioner Nelson Andrews; Commissioner Anne Dunn; Commissioner Mark Gorman; Commissioner Susannah Macmillan; Commissioner Regina Smithson

Staff Present: City Manager Kirk Bednar; Assistant City Manager Jay Evans; City Attorney Kristen Corn; City Recorder Holly Earls

Approval of Minutes

October 14, 2019

Moved by Commissioner Regina Smithson for approval of the minutes as written, seconded by Commissioner Susannah Macmillan

Vote: 7 - 0 Approved - Unanimously

New Business

Beer Law Violation Hearing - Chili's Grill & Bar, 107 Creekside Crossing

Moved by Commissioner Mark Gorman to suspend the beer permit for a period of thirty (30) days, effective November 1, 2019, with signs to be posted in the business stating that beer was sold to a minor, seconded by Mayor Rhea Little

Vote: 7 - 0 Approved - Unanimously

Beer Law Violation Hearing - Ludlow & Prime, 330 Franklin Rd, Ste 226B

Moved by Vice Mayor Ken Travis to suspend the beer permit for a period of thirty (30) days, effective November 1, 2019, with signs to be posted in the business stating that beer was sold to a minor, seconded by Commissioner Nelson Andrews

Vote: 7 - 0 Approved - Unanimously

Beer Law Violation Hearing - Pei Wei Asian Diner, LLC, 101 Creekside Crossing, Ste 1800

Moved by Commissioner Mark Gorman to suspend the beer permit for a period of forty-five (45) days, effective November 1, 2019, with signs to be posted in the business stating that beer was sold to a minor, seconded by Mayor Rhea Little

Moved by Commissioner Mark Gorman to amend the motion to suspend the beer permit for a period of sixty (60) days, effective November 1, 2019, with signs to be posted in the business stating that beer was sold to a minor, seconded by Mayor Rhea Little

The motion to amend passed.

Vote: 7 - 0 Approved - Unanimously

Moved by Commissioner Susannah Macmillan to amend the motion to include bullet points of concerns from the Beer Board to be included in the penalty letter, seconded by Commissioner Regina Smithson

The motion to amend passed.

Vote: 7 - 0 Approved - Unanimously

The main motion as amended passed.

Vote: 7 - 0 Approved - Unanimously

Beer Law Violation Hearing - BurgerFi, 7010 Executive Center Drive

Moved by Mayor Rhea Little to suspend the beer permit for a period of seven (7) days, effective November 1, 2019, with signs to be posted in the business stating that beer was sold to a minor, seconded by Vice Mayor Ken Travis

Vote: 7 - 0 Approved - Unanimously

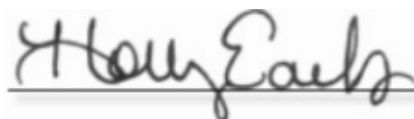
Beer Law Violation Hearing - Peter's Sushi, 330 Franklin Rd, Ste 912D

Moved by Commissioner Regina Smithson to suspend the beer permit for a period of seven (7) days, effective November 1, 2019, with signs to be posted in the business stating that beer was sold to a minor, seconded by Mayor Rhea Little

Vote: 7 - 0 Approved - Unanimously

With no further business, the meeting adjourned at 9:03 pm.

APPROVED _____



Holly Earls, City Recorder

Brentwood Beer Board Agenda

Meeting Date: 01/14/2020

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Request of Brinker OpCo, LLC for an on-premises beer permit at Chili's Grill & Bar, 107 Creekside Crossing

Background

Brinker OpCo, LLC has requested an on-premises beer sales permit for Chili's Grill & Bar located at 107 Creekside Crossing. The application is due to change in ownership of an existing business.

Staff recommendation

N/A

Attachments

Application

APPLICATION FOR BEER PERMIT

\$250 APPLICATION FEE IS NON-REFUNDABLE



APPLICANT IS SEEKING A PERMIT WHICH WOULD ALLOW THE SALE OF BEER FOR:

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> ON-PREMISES CONSUMPTION ONLY | <input type="checkbox"/> OFF-PREMISES CONSUMPTION ONLY | <input type="checkbox"/> ON & OFF PREMISES CONSUMPTION |
| <input type="checkbox"/> MANUFACTURER | <input type="checkbox"/> DISTRIBUTOR | <input type="checkbox"/> ON-PREMISES CONSUMPTION – SPECIAL EVENT |

I HEREBY APPLY FOR A PERMIT TO SELL, STORE, MANUFACTURE OR DISTRIBUTE BEER OR OTHER BEVERAGES AUTHORIZED TO BE SOLD, STORED, MANUFACTURED OR DISTRIBUTED UNDER THE PROVISIONS OF TENN. CODE ANN. 57-5-101, et. seq. AND BRENTWOOD MUNICIPAL CODE 6-26, et. seq. AND THE AMENDMENTS THERETO AND BASE MY APPLICATION UPON THE ANSWERS TO THE FOLLOWING QUESTIONS:

- Brinker OpCo, LLC
NAME OF APPLICANT AND TYPE OF OWNERSHIP (EX: INDIVIDUAL, CORPORATION, LLC, SOLE PROPRIETORSHIP OR PARTNERSHIP)
Formed in Virginia on 04/17/2015; registered with SoS on 05/27/2015
IF CORPORATION, LLC, LP, LLP, LIST PLACE & DATE INCORPORATED / REGISTERED WITH SEC. OF STATE
- APPLICANT CONTACT INFORMATION: (972) 770-9033 michele.bibb@brinker.com
PHONE NUMBER EMAIL
- Chili's Grill & Bar #1048
BUSINESS OR EVENT NAME (this is the name that will appear on the Beer Permit)
- 107 Creekside Crossing, Brentwood, TN 37027
BUSINESS ADDRESS OR ADDRESS OF EVENT FOR WHICH A PERMIT IS SOUGHT
- BUSINESS PHONE NUMBER(S): (615) 370-0114
- Restaurant and bar
DESCRIBE THE TYPE OF BUSINESS YOU WILL OPERATE (EX: Bar, Restaurant, Convenience Market, Special Event)
- REASON FOR PERMIT: (CHECK THE BOX THAT APPLIES)

<input type="checkbox"/> NEW BUSINESS	<input type="checkbox"/> CHANGE IN LOCATION OF BUSINESS	<input checked="" type="checkbox"/> CHANGE IN OWNERSHIP OF EXISTING BUSINESS
<input type="checkbox"/> CHANGE IN TYPE OF PERMIT	<input type="checkbox"/> CHANGE IN NAME OF BUSINESS	<input type="checkbox"/> SPECIAL EVENT (SEE BELOW)

FOR SPECIAL EVENTS, PLEASE LIST THE FOLLOWING:
DATE(S) AND TIME OF EVENT: N/A

*SPECIAL EVENTS REQUIRE AN AUTHORIZATION LETTER GRANTING PERMISSION FROM THE PROPERTY OWNER TO BE SUBMITTED WITH THE APPLICATION.
- IDENTIFY EACH AREA TO BE COVERED UNDER THIS BEER PERMIT (patio, deck, etc.)
Entire interior premises
- PROPERTY OWNER (OR LANDLORD/LESSOR): Maryland Commons, LLC
NAME
P.O. Box 993, 5203 Maryland Way, Suite 100, Brentwood, TN 37204
ADDRESS
(615) 221-1145; n/a
PHONE NUMBER & EMAIL ADDRESS
06/30/2025
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. Chili's, Inc.	Owner	3000 Olympus Blvd	(972) 770-9033
	100%	Dallas, TX 75019	michele.bibb@brinker.com
b.			
c.			
d.			
e.			
f.			

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

NAME (FIRST, MIDDLE, LAST)	TITLE	ADDRESS (INCLUDE CITY, STATE AND ZIP)	CONTACT INFORMATION (PHONE AND EMAIL)
a. Jeffrey Johan Bertoen	General Manager	105 Bland Drive	(615) 579-6611
		Mount Juliet, TN 37122	C01048@chilis.com
b.			
c.			
d.			

12. HAS ANY PERSON, FIRM, JOINT-STOCK COMPANY, SYNDICATE OR ASSOCIATION HAVING AT LEAST A FIVE PERCENT (5%) OWNERSHIP INTEREST IN THE APPLICANT OR ANY PERSON TO BE EMPLOYED IN THE DISTRIBUTION OR SALE OF BEER BEEN CONVICTED OF, OR RELEASED FROM INCARCERATION FOR ANY VIOLATION OF THE LAWS AGAINST POSSESSION, SALE, MANUFACTURE OR TRANSPORTATION OF BEER OR OTHER ALCOHOLIC BEVERAGES OR ANY CRIME INVOLVING MORAL TURPITUDE OR ANY FELONY WITHIN THE PAST TEN (10) YEARS? (MORAL TURPITUDE MEANS PREMEDITATED MURDER, ALL SEX RELATED CRIMES, THE ILLEGAL SALE OF SCHEDULE I AND II CONTROLLED SUBSTANCES, AND CRIMES OF FRAUD OR EMBEZZLEMENT.)

☐ YES

☒ NO

IF YES, LIST BELOW (attach a separate sheet 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 ☐ NO IF YES: The current beer permit holder; see attached letter regarding suspension.
14. DO YOU HAVE ANY TYPE OF BUSINESS RELATIONSHIP WITH ANY PERSON WHO PREVIOUSLY HELD A BEER PERMIT FOR THIS LOCATION, OR WITH ANY PERSON OR ENTITY WHO OWNED ANY PORTION OF A BUSINESS WHICH PREVIOUSLY HELD A BEER PERMIT FOR THIS LOCATION? IF SO, PLEASE EXPLAIN.
☒ YES ☐ NO IF YES: Subsidiary of Chili's, Inc., the current beer permit holder.
15. ARE YOU PART OF THE SAME FAMILY AS ANY PERSON WHO PREVIOUSLY HELD A BEER PERMIT FOR THIS LOCATION, OR WITH ANY PERSON WHO OWNED ANY PORTION OF A BUSINESS WHICH PREVIOUSLY HELD A BEER PERMIT FOR THIS LOCATION? IF SO, PLEASE EXPLAIN.
☒ YES ☐ NO IF YES: Subsidiary of Chili's, Inc., the current beer permit holder.
16. WILL BEER BE DISTRIBUTED OR SOLD WITHIN 300 FEET OF ANY CHURCH OR SCHOOL? IF YES, PLEASE STATE NAME AND LOCATION OF SUCH CHURCH OR SCHOOL.
☐ YES ☒ NO IF YES, NAME & LOCATION: _____
17. ARE YOU FAMILIAR WITH THE LAWS OF THE STATE OF TENNESSEE AND THE CITY OF BRENTWOOD GOVERNING THE SALE AND DISTRIBUTION OF BEER?
☒ YES ☐ NO
18. NAME AND CONTACT INFORMATION FOR MANAGER TO BE RESPONSIBLE FOR SALE, STORAGE OR MANUFACTURE OF BEER.

Jeffrey Johan Bertoen	105 Bland Drive	Mount Juliet, TN 37122
NAME	STREET ADDRESS	CITY, STATE & ZIP
(615) 579-6611	C01048@chilis.com	
PHONE NUMBER	EMAIL	

*IF THIS INFORMATION CHANGES, PLEASE CONTACT THE CITY WITHIN SEVEN (7) DAYS OF SUCH CHANGE.
19. HAVE YOU RECEIVED A COPY OF THE CITY OF BRENTWOOD MUNICIPAL CODE REGULATING BEER?
☐ RECEIVED IN PERSON ☒ DOWNLOADED FROM WEBSITE ☐ NO, I HAVE NOT RECEIVED A COPY
20. DESCRIBE STEPS WHICH WILL BE TAKEN TO PREVENT THE SALE OF BEER TO MINORS.
See attached memo regarding carding policy.
21. NAME AND CONTACT INFORMATION FOR REPRESENTATIVE TO RECEIVE THE ANNUAL TAX NOTICE AND ANY OTHER COMMUNICATIONS FROM THE BRENTWOOD BEER BOARD.

Michele Bibb	3000 Olympus Blvd	Dallas, TX 75019
NAME	STREET ADDRESS	CITY, STATE & ZIP
(972) 770-9033	Michele.Bibb@brinker.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).

BRINKER OPCO, LLC

By: Michele Bibb
SIGNATURE Michele Bibb

President
TITLE (IF OTHER THAN AN INDIVIDUAL)

SWORN TO AND SUBSCRIBED TO BEFORE ME THIS 27th DAY OF September, 2019.

[Signature]
NOTARY PUBLIC



7/11/2021
COMMISSION EXPIRES

****DO NOT WRITE BELOW THIS LINE / BEER BOARD STAFF ONLY****

DATE RECEIVED: / /

RECEIPT #:

BEER BOARD MEETING DATE: / / @ 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

 / /
DATE

* City of Brentwood *
* (615) 371-0060 *

Receipt Number: 46-00000323

Cashier: FRANKLINC Session: 1206
Date: 12/06/2019 Time: 14:28:39

Miscellaneous Receipt

Name: BRINKER DBA CHILI'S
Code: 507 BEER LICENSES
Ref: BRINKER 250.00
Note:

Total: 250.00

CHECK 257157 250.00
Paid By: BRINKER DBA CHILI'S

Tendered: 250.00
Change:



STATE OF TENNESSEE
DEPARTMENT OF REVENUE

Certificate of Registration

December 6, 2019

TAX DEPT
BRINKER OPCO, LLC
6820 LYNDON B JOHNSON FWY
DALLAS TX 75240-6511

Letter ID: L1348373248
Account ID: 1000090098-SLC
Account Type: Sales and Use Tax

The above named taxpayer has filed an application for sales and use tax registration for the place of business at the below referenced location address. The Tennessee Department of Revenue issued this Certificate of Registration in accordance with Tenn. Code Ann. §§ 67-6-601 and 67-6-602. The Certificate of Registration must be publicly displayed at the location address for which it is issued.

The tax account number and location number on this certificate are used by the Department to identify your account and must be shown on all correspondence and reports. The certificate is not assignable and is valid only for the above referenced taxpayer and for transactions of business for this registration. **In accordance with Tenn Code Ann. § 67-6-607, it is a Class C misdemeanor for any person to misuse a Certificate of Registration for the purpose of obtaining taxable property without the payment of sales or use tax when it is due. Such wrongful use is grounds for the Commissioner to revoke the taxpayer's Certificate of Registration.**

Tax Returns

All sales and use tax returns must be filed and associated tax payments made electronically to the Department. Taxpayers may do this at <https://tntap.tn.gov/eservices/>. Taxpayers should file the sales and use tax return according to their filing frequency on the 20th day of the month following the reporting period. If your business opens after the 20th of the month, you may report sales made during the remaining days of the month with the next reporting period. In order to avoid penalty and interest charges, all returns must be filed and all associated tax payments must be made on or before the due date for the reporting period. Taxpayers should always file a return for their business, even if they do not make any sales during a reporting period.

Detach here and display in public area



Tennessee Department of Revenue
Certificate of Registration
Sales and Use Tax

CHILI'S GRILL & BAR #1048
107 CREEKSIDE XING
BRENTWOOD TN 37027-1060

Effective Date: December 6, 2019
Account No.: 1000090098-SLC
Location No.: 1001156855
Filing Status: Monthly

David Gerregano
Commissioner of Revenue



City of Brentwood Business Tax License

BRINKER OPCO LLC
BRINKER OPCO LLC
DBA CHILI'S GRILL & BAR #1048
3000 OLYMPUS BLVD
DALLAS, TX
75019

Date Issued: 12-06-2019
Business Tax Classification: 2
Tax Period: 07-01-2019 to 06-30-2020
Expiration: 11-15-2020
License Type: New/Renewal
License Number: 2020 59863
Local Tax Account #: 77762

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 certificate must be displayed publicly at the location for which it is issued.

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. Further notification of expiration is not required by law—please note the expiration date above. Businesses ceasing operation must file a final business tax return and make full payment of business taxes due within 15 days of closure. (Not applicable to class 5 transient/special events/vendors.)

All tax returns and payments must be made to the Tennessee Department of Revenue. Electronic filing and payment is required for certain taxpayers and encouraged for all. Please visit www.TN.gov/Revenue for more information on business tax and filing requirements.

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. Section 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 Brentwood Business Tax License

This certificate must be publicly displayed

BRINKER OPCO LLC
DBA CHILI'S GRILL & BAR #1048
107 CREEKSIDE CROSSING

BRENTWOOD, TN
37027



Date Issued: 12-06-2019
Business Tax Classification: 2
Tax Period: 07-01-2019 to 06-30-2020
Expiration: 11-15-2020
License Type: New/Renewal
License Number: 2020 59863
Local Tax Account #: 77762



Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
P.O. Box 198966
Nashville, TN 37219-8966

615.244.6380 main
615.244.6804 fax
wallerlaw.com

Jan Margaret Craig
615.850.8697 direct
janmargaret.craig@wallerlaw.com

December 6, 2019

Amy Givens
City of Brentwood Beer Board
5211 Maryland Way
Brentwood, Tennessee 37027

VIA HAND COURIER

**RE: BRINKER OpCo, LLC D/B/A CHILI'S GRILL & BAR #1048
107 CREEKSID CROSSING, BRENTWOOD, TENNESSEE 37027**

Dear Amy:

Please find enclosed a beer permit application for Brinker OpCo, LLC d/b/a Chili's Grill & Bar #1048, 107 Creekside Crossing, Brentwood, Tennessee 37027 (the "Applicant."). The Applicant is a subsidiary of the existing permit holder, Chili's Inc. I have enclosed the following in support of this application:

- Beer Permit Application;
- \$250.00 application fee;
- Letter regarding the suspension of Chili's Inc. beer permit;
- Memorandum regarding Carding Policy;
- City Business Tax License;
- Certificate of Registration;
- Lease Agreement;
- Letter regarding Lease Renewal dated December 15, 2014;
- Assignment Agreement; and
- Letter regarding Lease Renewal dated December 6, 2019.

We kindly request that this application be placed on the next available beer board meeting. If you have any questions, I can be reached directly at 615.850.8697 or janmargaret.craig@wallerlaw.com.

As always, thank you for your assistance with this application.

Sincerely,

Jan Margaret Craig

JMC:jmc
Enclosures

RHEA E. LITTLE, III
MAYOR

KEN TRAVIS
VICE MAYOR

KIRK BEDNAR
CITY MANAGER



COMMISSIONERS
NELSON ANDREWS
ANNE DUNN
MARK GORMAN
SUSANNAH MACMILLAN
REGINA SMITHSON

October 29, 2019

Mr. Jeffrey Bertoen
Chili's Grill & Bar
107 Creekside Crossing
Brentwood, TN 37027

RE: Beer Board Penalty

Dear Mr. Bertoen,

This letter confirms actions taken by the Beer Board of the City of Brentwood at its meeting on October 28, 2019 in regard to Chili's Grill & Bar at 107 Creekside Crossing. The Beer Board imposed a thirty (30) day suspension of the beer permit effective November 1, 2019. As such, no beer may be sold during this suspension period, which will run through November 30, 2019. In addition, signs must be posted at all public entrances to the business with the wording and formatting shown on the attached template.

Please advise if you have any questions in regard to this matter.

Sincerely,

Rhea E. Little, III
Mayor/Beer Board Chairman

cc: Board of Commissioners
Kirk Bednar, City Manager
Jeff Hughes, Police Chief
Tennessee Alcoholic Beverage Commission

MEMORANDUM

To: Ms. Michele Bibb, Regional Licensing Manager
Mr. Jeff Bertoen, General Manager
Mr. Joshua Neufeld

From: William T. Cheek, III

Date: December 6, 2019

Subject: RED BOX CARDING

This memorandum updates Red Box Carding procedures for the Brentwood Chili's Bar & Grill.

Under 21 drivers' licenses have a bold red box around the photo. We call these "Red Box IDs." Here is a sample Red Box ID.



Under 21 Tennessee drivers' licenses have a defect. Many Under 21 licenses do not expire when the driver turns 21. Under 21 licenses can be valid for years after the driver turns 21.

Servers are often jaded and treat Red Box IDs like any other ID, ignoring the fact that the patron could be under the legal drinking age.

Servers should be retrained to place additional scrutiny on Red Box IDs. Keep in mind that most confidential informants working for the police, beer boards, or ABC will be carrying a Red Box ID, which clearly indicates that the confidential informant is under the age of 21.

July 2018, Tennessee introduced a vertical driver's license issued to anyone under 21 that obtains a driver's license after July 1, 2018. The vertical driver's license also contains a Red Box ID, which clearly indicates that the confidential informant is under the age of 21.



Nick's ID will be valid for over four years after he turns 21, unless he replaces it after he turns 21.

RED BOX CARDING

The following are recommended steps for effective age identification for Red Box IDs:

1. Before reading an ID, all servers must look patrons in the eye and ask “are you over 21?” Look for signs of nervousness that might suggest the patron is under age. Law enforcement officers may avoid answering the question, which should be a red flag.
2. If a server is presented a Red Box ID, turn the driver’s license sideways. In the red box, the ID will read “Under 21 until _____.” The blank is the date that the driver turns 21. There is no math to do. If the date in the red box is before today’s date, the patron is OVER 21. If the date in the red box is after today’s date, the patron is UNDER 21.
3. If the patron is over 21, examine the photo, height and eye color to ensure that the person has presented their own license.
4. Servers do not have authority to serve anyone with a Red Box ID. If the server believes that the patron is over the age of 21, the server should ask the patron to wait for a manager. The server may explain that the patron has an under 21 driver’s license, which is why the ID must be verified.
5. The manager should turn the driver’s license sideways to inspect the date to ensure the patron is over the age of 21.
6. If the driver’s license indicates that the patron is over 21, the manager should scan the driver’s license. Scanners should only be used to verify age. We do not recommend that scanners become a substitute for initial carding.

Triple-checking the ID for under 21 drivers’ licenses significantly decreases the chances that an establishment will serve a minor. This includes confidential informants acting on behalf of the ABC, police, or beer boards.

Thanks. Will.

LEASE AGREEMENT

By and Between

**MARYLAND COMMONS, L.L.C.,
a Delaware limited liability company**

as Landlord

and

**CHILI'S, INC.,
a Tennessee corporation**

as Tenant

**CHILI'S GRILL & BAR
BRENTWOOD, TENNESSEE**

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- Exhibit B - Center
- Exhibit C - Site Plan
- Exhibit D - Preliminary Plans and Specifications and Utility Capacities
- Exhibit E - Site and Building Pad Preparation Requirements
- Exhibit F - Subordination, Attornment and Non-Disturbance Agreement
- Exhibit G - Memorandum of Lease
- Exhibit H - Commencement and Termination Agreement
- Exhibit I - Rules and Regulations
- Exhibit J - Guaranty of Lease Agreement

LEASE AGREEMENT

This Lease Agreement (the "Lease") is made and entered into by and between MARYLAND COMMONS, L.L.C., a Delaware limited liability company ("Landlord"), and CHILI'S, INC., a Tennessee corporation ("Tenant").

WITNESSETH:

1. Premises and Term.

(a) In consideration of the obligation of Tenant to pay rent as hereinafter provided and in consideration of the other terms, provisions and covenants hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord, that certain tract or parcel of land consisting of approximately 1.01 acres, or approximately 43,967 square feet, more or less, located partially in Brentwood, Williamson County, Tennessee, and partially in Nashville, Davidson County, Tennessee, the same being more particularly described on Exhibit A attached hereto and made a part hereof (the "Land"), together with any buildings and other improvements erected or to be erected thereon, and together with the non-exclusive use of all rights, privileges, easements and appurtenances belonging or in any way pertaining to the Land (all of the foregoing hereinafter collectively referred to as the "Premises"), TO HAVE AND TO HOLD the same for an initial term (the "Primary Term") commencing on the latest of the dates set forth next to the signatures of the parties hereto (the "Effective Date") and continuing through, and including, the last day of the calendar month in which the tenth (10th) anniversary of the Rent Commencement Date (as hereinafter defined) occurs, except as may be hereafter extended or renewed.

(b) The Premises are situated in and constitute a part of a shopping center located and situated partially in Brentwood, Williamson County, Tennessee, and partially in Nashville, Davidson County, Tennessee, and locally known or to be known as MarketPlace at Maryland Farms (the "Center"), the same being more particularly described on Exhibit B attached hereto and made a part hereof. The Center is shown on the site plan attached hereto as Exhibit C (the "Site Plan").

(c) The Center is subject to, among other recorded documents, (i) that certain Declaration of Restrictions, Covenants and Conditions and Grant of Easements dated as of April 15, 2004, executed by Landlord, and recorded in the Register's Office of Davidson County, Tennessee, as instrument number 20040421-0045570, and in the Register's Office of Williamson County, Tennessee in Book 3209, Page 115 (the "REA"). Unless otherwise defined herein, all capitalized terms used herein shall have the same meaning as ascribed to such terms in the REA as the context requires. Notwithstanding anything herein or in the REA to the contrary, to the extent that the Premises (or Tenant's rights, obligations and/or interest under this Lease) would be adversely affected, Landlord shall not consent to any proposed amendment to the REA (or give its consent or non-consent to any proposition when it has a right to do so under

the REA) without the prior written consent of Tenant, which consent may be denied in its reasonable discretion.

(d) The "Rent Commencement Date" of this Lease shall be the first to occur of (a) the date on which Tenant shall open to the public the business operation to be conducted by Tenant on the Premises, (b) the one hundred eightieth (180th) day after the latest of the following events occurs: (i) Landlord's approval of Tenant's plans and specifications for the Premises; (ii) the expiration (or Tenant's earlier waiver) of the Conditions Period set forth in Paragraph 6 of this Lease; (iii) the Land Delivery Date (as defined in Paragraph 3(b) of this Lease); and (iv) the passage of five (5) business days after the actual issuance of a building permit to Tenant by the applicable governmental authorities.

2. **Renewal Options.** So long as no Tenant Event of Default (as described in Paragraph 28 hereof exists past applicable cure periods on the date Tenant exercises such Renewal Term, Landlord hereby grants to Tenant the right and option to extend the term of this Lease for four (4) separate consecutive renewal terms of five (5) years each (the "Renewal Term" or "Renewal Terms," as appropriate), the Renewal Terms to begin upon the expiration of the Primary Term or prior Renewal Term. All of the terms, provisions and covenants of this Lease shall apply to each of the Renewal Terms. Tenant shall exercise each such option by delivering to Landlord Notice (as hereinafter defined in Paragraph 27) of its election to renew no later than one hundred eighty (180) days prior to the expiration of the Primary Term or Renewal Term, as is applicable.

3. **Construction.**

(a) **Approval of Tenant's Plans and Specifications.** Within thirty (30) days after the Effective Date, Landlord shall deliver to Tenant all engineering and site plans, environmental site assessments, soil boring reports, utility plans and other information in Landlord's possession which may facilitate Tenant's preparation of plans and specifications. In addition, within sixty (60) days of the Effective Date, Landlord shall furnish to Tenant, at Landlord's sold cost and expense, a current (dated no later than October 1, 2003), Land specific geotechnical soils report, Phase I environmental site assessment and ALTA (or similar) survey. Within a period of ninety (90) days from the later of (i) the Effective Date, (ii) the date on which Tenant receives all of the foregoing information, or (iii) the date on which Tenant receives all zoning, site plan and other similar approvals from applicable governmental authorities, Tenant shall deliver to Landlord for approval Final Plans and Specifications (herein so called) of the building and other related improvements which Tenant intends to construct on the Land (collectively "Improvements") and, if applicable, the Common Area Facilities (as hereinafter defined in Paragraph 3(c)), all of which Tenant intends to be generally in accordance with the Preliminary Plans and Specifications (herein so called) attached hereto as Exhibit D, which Preliminary Plans and Specifications are hereby approved by Landlord. Within a period of ten (10) business days from the date of delivery of the Final Plans and Specifications, Landlord shall either approve the same (which approval shall not be unreasonably withheld, delayed or conditioned and shall be conclusively presumed if Landlord fails to specify its objections within such ten (10) business day period) or

specify its objections thereto in detail by written notice delivered to Tenant on or before the end of said ten (10) business day period. In the event Landlord shall specify objections to the Final Plans and Specifications and Landlord and Tenant are unable to resolve such objections by mutual agreement within a period of ten (10) business days from the date of Tenant's receipt of written notice of such objections, Tenant, at its sole option, may terminate this Lease by written notice to Landlord. Upon approval of the Final Plans and Specifications by Landlord, Landlord and Tenant shall, if requested by either party, sign a letter confirming such approval, and the Final Plans and Specifications shall be deemed a part hereof.

(b) Delivery of Graded Site, Prepared Building Pad and Utilities. On or before September 15, 2004 (the "Land Delivery Date"), Landlord, at its sole cost and expense, shall prepare and deliver the Land to Tenant in accordance with the Site and Building Pad Preparation Requirements (herein so called) attached hereto as Exhibit E, together with temporary utility service connections for water and electricity available for hook up at locations within five feet (5') of the rear of the Building as designated by Tenant in Tenant's reasonable discretion, in order for Tenant to be able to commence construction of the Improvements. Within ten (10) business days after the Land Delivery Date, Tenant agrees to reimburse Landlord \$12,500.00 in cash for costs incurred by Landlord in connection with Landlord's preparation of the Land in accordance with the immediately preceding sentence. On or before November 15, 2004 (the "Utilities Delivery Date"), Landlord shall install and deliver, stubbed for Tenant's use, permanent underground utility service connections for water, natural gas, sanitary sewer and storm sewer service, together with conduit for telephone service and cable television with capacities as set forth on Exhibit D as the Utilities requirements, each of which shall be available for hook-up at locations within five feet (5') of the rear of the Improvements as shown on Tenant's Final Plans and Specifications and at a depth not to exceed five feet (5') below final finished site grade. Landlord shall give Tenant written notification of the date on which Landlord actually expects to deliver the Land and permanent utilities to Tenant as required, no later than thirty (30) days prior to such dates, respectively. In any event, if Landlord fails to deliver the Land and utilities, as required, by the Land Delivery Date and the Utilities Delivery Date, respectively, then, in addition to any other remedies which Tenant may have hereunder, Tenant may: (i) await completion of the site and building pad preparation and/or permanent utilities installation by Landlord, and Tenant shall receive credit(s) against Base Rent for an amount equal to the product of \$300.00 multiplied by the number of days elapsing after the Land Delivery Date and the Utilities Delivery Date (as the case may be) until completion of Landlord's obligations pursuant to this Paragraph 3(b); and/or (ii) at its sole option, complete such work as necessary and, in connection therewith, directly pay or incur reasonable expenses. All sums so expended or obligations incurred by Tenant, plus interest thereon at a rate per annum equal to the lesser of (x) the highest lawful rate or (y) the Prime Rate as set forth in The Wall Street Journal from time-to-time, plus four percent (4%) (as the case may be, but in any event not to exceed 12% per annum, the "Default Rate"), from the date Tenant incurs such expense until repayment, shall be paid by Landlord to Tenant upon demand, and if Landlord fails to reimburse Tenant promptly, Tenant may deduct such amount, without further notice to Landlord, from subsequent installments of any rent or other payments

which become due to Landlord hereunder. Notwithstanding anything herein to the contrary, if Landlord has failed to properly complete its obligations under this Paragraph 3(b) by March 1, 2005, then Tenant shall have the right to terminate this Lease by Notice to Landlord at any time within thirty (30) days thereafter. Landlord also agrees to provide on the Land Delivery Date a staging area and trailer site for construction adjacent to the Premises, all in a location reasonably satisfactory to Tenant.

(c) Delivery of Common Area Facilities. Within a period of thirty (30) days from the Effective Date, Landlord shall deliver to Tenant for reasonable approval Landlord's Final Plans and Specifications (herein so called) for the Common Areas of the Center, including without limitation, the Common Area Facilities (as defined in Paragraph 3(c) below), and which shall include, without limitation, grading plans, drainage plans, lighting plans, photometric plans, utility plans, landscape plans and all other related plans, all of which Landlord intends to be generally in accordance with the Site Plan. Within a period of twenty (20) days from the date of delivery of Landlord's Final Plans and Specifications, Tenant shall either approve the same (which approval shall not be unreasonably withheld, delayed or conditioned and shall be conclusively presumed if Tenant fails to specify its objections within such twenty (20) day period) or specify its objections thereto in detail by written notice delivered to Landlord on or before the end of said twenty (20) day period. In the event Tenant shall specify objections to Landlord's Final Plans and Specifications and Landlord and Tenant are unable to resolve such objections by mutual agreement within a period of forty-five (45) days from the date of Landlord's receipt of written notice of such objections, Tenant, at its sole option, may terminate this Lease by written notice to Landlord. Upon approval of Landlord's Final Plans and Specifications by Tenant, Landlord and Tenant shall, if requested by either party, sign a letter confirming such approval, and Landlord's Final Plans and Specifications shall be deemed a part hereof. If in the process of obtaining governmental approvals of Landlord's Final Plans and Specifications, the governmental authorities require modifications, changes or additions thereto which affect the Common Areas in the reasonable proximity to the Premises or the primary access points for Tenant's customers to the Center and the Premises, Landlord shall obtain Tenant's reasonable consent to such changes, modifications and additions. On or before February 15, 2005 (the "Completion Date"), Landlord, at its sole cost and expense, shall construct and deliver to Tenant the parking facilities within the Land, adjacent to the Improvements, as depicted on the Site Plan, including, without limitation, the roadways, parking surface, traffic islands, curbing, landscaping and lighting to a minimum of one-foot candle therefor (collectively, the "Common Area Facilities"). Notwithstanding anything to the contrary contained in this Lease, it is agreed that Tenant's obligation to pay Base Rent, Taxes (hereinafter defined in Paragraph 10[a]), and CAM Charges (hereinafter defined in Paragraph 12[d]) shall not commence, nor shall it accrue, until Landlord's obligations with respect to the Common Area Facilities is completed as specified. If Landlord shall not have completed the Common Area Facilities by the Completion Date, then in addition to any other remedies which Tenant may have hereunder, Tenant may (i) await completion of the Common Area Facilities by Landlord, and Tenant shall receive credit(s) against Base Rent for an amount equal to the product of \$500.00 multiplied by the number of days elapsing after the Completion Date until

completion of Landlord's obligations pursuant to this Paragraph 3(c); and/or (ii) Tenant may, at its sole option, complete such Common Area Facilities, and in connection therewith pay or incur reasonable expenses. All sums so expended or obligations incurred by Tenant in connection with the foregoing, plus interest thereon at a rate per annum equal to the lesser of (x) the highest lawful rate or (y) the Default Rate, from the date Tenant incurs such expense until repayment, shall be paid by Landlord to Tenant upon demand, and if Landlord fails to reimburse Tenant promptly, Tenant may deduct such amount, without further notice to Landlord, from subsequent installments of any rent or other payments which become due to Landlord hereunder. Notwithstanding anything herein to the contrary, if Landlord has failed to properly complete its obligations under this Paragraph 3(c) by June 1, 2005, then Tenant shall have the right to terminate this Lease by written notice to Landlord at any time within thirty (30) days thereafter. The Land Delivery Date, the Utilities Delivery Date and the Completion Date as defined herein shall be extended on a day for day basis equal to the number of days elapsing between August 2, 2004 (the date that of the Planning Commission meeting for the City of Brentwood, TN at which the proposal for the Improvements will be presented) and the date on which Tenant receives Planning Commission approval, such approval to be deemed received should Tenant receive a conditional approval with comments, or such equivalent.

(d) Architect and General Contractor. Selection of an architect and general contractor, for the Improvements as well as all other persons to be employed in connection therewith, shall be at the sole discretion of Tenant. Any architect shall be a member in good standing of the American Institute of Architects or of another organization having comparable accreditation. In lieu of the foregoing, the architect may be an employee of Tenant or an affiliate of Tenant. The general contractor's financial condition and responsibility shall be such as to enable Landlord to obtain a performance bond, if desired. However, it is expressly understood and agreed that Tenant, or any affiliate of Tenant, may act as general contractor for purposes of constructing the Improvements, regardless of the foregoing requirements.

(e) Commencement of Tenant's Construction. Within five (5) business days following the later to occur of (i) Landlord's approval of the Final Plans and Specifications, (ii) selection of a supervising architect and general contractor as aforesaid, (iii) Landlord's performance and completion of its grading, compacting and temporary utilities obligations as set forth in Paragraph 3(b) hereof, (iv) the expiration (or Tenant's earlier waiver) of the Conditions Period set forth in Paragraph 6 hereof (without termination of this Lease by Tenant in accordance therewith), and (v) Tenant's receipt of all required approvals from private third parties (if applicable) and all required building permits from the various city and county governmental authorities, Tenant shall commence to construct, or cause to be constructed, the Improvements in accordance with the Final Plans and Specifications. Such construction shall be performed with all reasonable diligence and in a good and workmanlike manner.

(f) Reimbursement by Tenant for Landlord's Construction of Common Area Facilities. Tenant shall reimburse Landlord in the manner and at the time specified

hereinbelow, for an amount equal to the lesser of ONE HUNDRED TWENTY THOUSAND DOLLARS AND NO/100 DOLLARS (\$120,000.00) or ½ of the total cost of Landlord's cost to construct and install Common Area Facilities on the Land (the "Tenant Reimbursement").

Landlord shall provide to Tenant documentation of Landlord's total expenditure relating solely to the construction of Common Area Facilities on the Land. Within thirty (30) days of Tenant's receipt of the documentation, Tenant shall reimburse Landlord one-half of the Tenant Reimbursement or \$60,000 in cash. The remaining one-half (1/2) may be recouped by Landlord, if at all, through the payment of Percentage Rent (as hereinafter defined).

(g) Except as otherwise expressly provided herein, Tenant acknowledges and agrees that; (i) Landlord has not made, is not making and specifically disclaims any representation, warranty, guarantee or assurance to Tenant regarding the Land, the Premises, the Common Area Facilities, the Common Areas or the Center, express or implied, including, without limitation, any representation, warranty, guaranty or assurance regarding title, physical condition, value, suitability, economic prospects, traffic flow, profit potential, compliance with applicable laws, environmental condition, or zoning; and (ii) upon Landlord's delivery of the Land in accordance with Paragraphs 3(b) and 3(c) hereof, Tenant is responsible for all costs associated with placing the Premises in a condition fit for its intended purpose, including, without limitation, the cost of all repairs, replacements, alterations, additions and improvements required to cause the Premises to comply with applicable laws.

(h) Landlord shall have the right to amend the Site Plan, to alter, enlarge, modify and remove portions of the Common Areas and to expand and reduce the Center, from time to time, in a manner as Landlord deems desirable, in its sole and absolute discretion; provided, however, Landlord shall not make any changes to the No Build Area (as hereinafter defined) or to the utility systems serving the Premises that will impair Tenant's ability to use the Premises for the Permitted Use.

4. Rent.

(a) Base Rent. Tenant shall pay rent to Landlord during the term of this Lease, and during any Renewal Term, as set forth below (the "Base Rent"):

<u>Term</u>	<u>Monthly Installment</u>	<u>Annual Base Rent</u>
Primary Term (Years 1-5)	\$10,000.00 per month	\$120,000.00
Primary Term (Years 6-10)	\$11,000.00 per month	\$132,000.00
1 st Renewal Term	\$12,100.00 per month	\$145,200.00
2 nd Renewal Term	\$13,310.00 per month	\$159,720.00
3 rd Renewal Term	\$14,641.00 per month	\$175,692.00
4 th Renewal Term	\$16,105.08 per month	\$193,261.00

One such monthly installment shall be due and payable on or before the Rent Commencement Date and a like monthly installment shall be due and payable on or before the first day of each succeeding calendar month during the Primary Term and any

Renewal Term. Base Rent for any fractional month at the beginning or the end of the term hereof shall be prorated.

(b) Percentage Rent. As additional rent hereunder, Tenant shall pay to Landlord for each calendar year during the term of this Lease until Landlord has received an amount equal to the product of six percent (6%) multiplied by the amount which Gross Receipts derived from the Premises for such Calendar Year exceeds Three Million One Hundred Thousand and 00/100 Dollars (\$3,100,000). After the month in which Landlord has recouped from Tenant through Percentage Rent, an amount equal to \$60,000 the amount of Percentage Rent payable by Tenant to Landlord shall reduce to an amount equal to the product of three percent (3%) multiplied by the amount which Gross Receipts derived from the Premises for each such Calendar Year exceeds the quotient of (x) the annualized Base Rent for such calendar year divided by (y) three percent (3%), (the "Break Point"); such additional rent to be determined as provided in this Paragraph 4(b) (the "Percentage Rent"). Therefore, the respective Break Points during the term of this Lease shall be as follows:

(i) In computing the Percentage Rent for the first calendar year or the last calendar year, as the case may be, if such calendar year shall contain less than three hundred sixty-five (365) days, then the Break Point shall be multiplied by a fraction, the numerator of which shall be the number of days in such shorter calendar year, and the denominator of which shall be three hundred sixty-five (365).

(ii) The term "Gross Receipts" shall mean the aggregate amount of all sales (whether for cash, on credit or otherwise) of food, beverages, goods, articles and any other merchandise, and the aggregate of all charges for services performed (whether for cash, on credit or otherwise) made and rendered in, about or in connection with the Premises (whether or not through a private club) by Tenant and its assignees, sublessees and licensees, including sales derived from the redemption of gift cards or certificates, off-premises sales and monies derived at or away from the Premises so long as they are in connection with the business operation conducted on the Premises, and the aggregate amount of all receipts of Tenant with respect to all sales made or performed by means of mechanical or electronic games or devices, but shall not include any Federal, State, municipal or other sales, value added or retailer's excise taxes paid or accrued by Tenant, regardless of whether such taxes are collected from customers or absorbed by Tenant, sales to employees or complimentary sales, discounts afforded customers from the redemption of coupons, fees paid by Tenant to credit card issuers and processors, condemnation proceeds, proceeds of insurance policies received by Tenant, bulk and/or intercompany transfers of food and/or inventory (provided no such transfer is made to avoid liability for Percentage Rent), proceeds from the sale of used restaurant equipment, alcohol beverage commission fees charged for private club memberships, if any, proceeds from the on-premises sale of gift cards or certificates or receipts from cigarette vending machines or pay telephones.

(iii) Within sixty (60) days after the end of each calendar year, Tenant shall deliver to Landlord a written statement setting forth the amount of Tenant's Gross Receipts for the preceding calendar year. Simultaneously with the delivery of such statement, Tenant shall pay to Landlord the Percentage Rent shown by such statement to be then due and owing. During any calendar year, Tenant, at its option, may make monthly or quarterly payments to Landlord in anticipation of the Percentage Rent due at the end of such calendar year, but Tenant's actions in this respect from time to time shall never be construed as entitling Landlord to the payment of Percentage Rent other than within sixty (60) days after the end of each calendar year, nor shall it affect or change Tenant's obligation to deliver a written statement of Gross Receipts and to pay all accrued Percentage Rent due to Landlord within sixty (60) days after the end of each calendar year.

(iv) Tenant shall maintain and preserve, or cause to be maintained and preserved at the principal office of Tenant in accordance with generally accepted accounting practices for the type of business conducted by Tenant on the Premises, full, complete, accurate and detailed books, records and accounts of its daily Gross Receipts, both for cash and on credit, derived from the business operation conducted on the Premises; provided, however, Tenant shall not be required to preserve any sales checks or cash register tapes for more than ninety (90) days following delivery of the written statement provided for hereinabove, or other books, records and accounts for a period of more than two (2) years after the end of the calendar year covered thereby. Landlord or its agents may inspect any and all records in Tenant's possession which relate to Gross Receipts from the Premises at Tenant's principal business office at any time during normal business hours and normal working days upon prior reasonable Notice. Such examination shall be conducted in a manner which will not interfere unreasonably with the business conducted at Tenant's principal office. Landlord may once in any calendar year cause an audit of the Gross Receipts from the business operation conducted by Tenant on the Premises for the immediately preceding calendar year to be made by an independent certified public accountant of Landlord's selection, and if the written statement of Gross Receipts previously delivered to Landlord shall be found to be inaccurate, Landlord and Tenant shall make appropriate adjustments so that Landlord shall receive the full Percentage Rent to which it is entitled, and only such amount. Landlord shall pay for the cost of such audit unless the audit shall disclose Gross Receipts of three per cent (3%) or more in excess of the Gross Receipts theretofore reported by Tenant for that particular calendar year, in which case Tenant shall promptly pay to Landlord the reasonable cost of said audit in addition to the deficiency in Percentage Rent.

(c) No Additional Fees or Expenses. Tenant shall not be obligated to contribute any sums to promotional or advertising programs pertaining to the Center, to join any merchant's or development association of the Center and pay fees or dues, or to pay any other miscellaneous fees or expenses or common area maintenance and repair charges in connection with the Center except as expressly set forth in Paragraph 12(d) of

this Lease. Tenant shall have no obligation to pay any additional Base Rent for outside seating areas utilized by Tenant for the conduct of its business.

(d) Place of Payment. All payments of Base Rent and other monetary amounts under this Lease shall be made to Landlord as the same shall become due in lawful money of the United States of America at the address specified in Paragraph 27 of this Lease, or to such other party or at such other address as hereinafter may be designated by Landlord by Notice delivered to Tenant at least ten (10) days prior to the next ensuing monthly rental payment date without offset, abatement, demand, or reduction except as expressly provided herein.

(e) Late Charge. Subject to Paragraph 28, should Tenant fail to pay any installment of Base Rent within ten (10) days after the same is due, then after the second such late payment in a twelve (12) month period, Tenant shall pay to Landlord a late charge equal to five percent (5%) of such installment to cover Landlord's administrative costs and other expenses. The parties agree that the provisions of this subsection are reasonable and shall not be deemed to be (i) a consent by Landlord to late payments, (ii) a penalty, (iii) a waiver of Landlord's right to insist on the timely payment of rent, or (iv) a waiver or limitation of the rights and remedies available to Landlord on account of the late payment of any rent.

5. Holding Over by Tenant. Should Tenant or any assignee, sublessee or licensee of Tenant fail to vacate the Premises or any part thereof after the expiration of the Primary Term or any Renewal Term hereof, then until either Landlord or Tenant shall send Notice to the other, such failure to vacate shall constitute and be construed as a tenancy from month-to-month upon the same terms and conditions as set forth in this Lease, except that Base Rent shall increase to one hundred fifty percent (150%) of the amount paid in the last month of the immediately expiring Primary Term or Renewal Term, as appropriate.

6. Conditions. Anything herein to the contrary notwithstanding, it is expressly understood and agreed that Tenant shall be entitled to terminate this Lease by Notice delivered to Landlord within five (5) business days following the later to occur of: (i) expiration of one hundred eighty (180) days after the Effective Date; (ii) the date Tenant receives all Site Information; or (iii) the date Landlord provides Tenant with a final, unappealable site plan from the appropriate governmental authority (said one hundred eighty [180] day period hereafter being called the "Conditions Period"), in the event any of the following conditions shall remain unsatisfied, in Tenant's sole discretion:

(a) Tenant shall have received evidence satisfactory to it that the Land is zoned for use as a restaurant, with related bar and/or cocktail lounge, including any conditional or special use permits required under applicable zoning ordinances;

(b) Tenant shall have obtained from Landlord, at Landlord's sole cost, (i) a current geotechnical soils report (the "Soils Report") establishing that (x) no surface or subsurface conditions or contamination exists on the Premises which would increase materially the cost of construction of a commercial structure to be used for a restaurant,

and (y) no drainage problems exist which would substantially interfere with the full use of the entire Premises by Tenant for a restaurant, and (ii) a current phase I environmental site assessment (the "Environmental Report") establishing that Tenant would not be subject to potential liabilities resulting from any hazardous wastes or hazardous substances at the Center or the Land;

(c) Tenant shall have received evidence satisfactory to it that all utility service connections, including, without limitation, water, electricity, natural gas, sanitary sewer, storm sewer, telephone service and cable television, are available for hook-up at locations designated by Tenant in Tenant's sole discretion with capacities sufficient for Tenant's intended use thereof as set forth in Exhibit D attached hereto;

(d) Tenant shall have obtained, or received evidence satisfactory to it that it will be able to obtain, from the appropriate governmental authorities, all permits and licenses necessary for the construction and operation of the Improvements, including acceptable prototypical building and monument signage for a Chili's Grill & Bar restaurant;

(e) Tenant shall have obtained, or received evidence satisfactory to it that it will be able to obtain, from the appropriate governmental authorities all permits and licenses necessary for the on-premises sale and consumption of wine, beer, cocktails and other alcoholic beverages on the Premises (*Landlord agrees to cooperate with Tenant in obtaining such permits and licenses, including without limitation, providing the appropriate governmental authorities with required background information on Landlord and its principals to the extent required by law, any such information to be held confidential by Tenant and used only for the purposes of obtaining such permits and licenses*);

(f) Tenant shall have obtained, at its sole cost, a commitment for title insurance for the Premises (the "Commitment") and from Landlord, at Landlord's sole cost, a current ALTA survey of the Land certified for the benefit of Tenant (the "Survey"), and such Commitment (including the property taxes and assessments affecting the Land which are described therein) and Survey shall be satisfactory to Tenant (Landlord agrees, at no cost to Landlord, to use reasonable efforts to cure all objections which Tenant may have to the Commitment by the end of the Conditions Period); and

(g) Tenant will be able to procure a general contractor and a construction contract relating to the construction of the Improvements in an amount reasonably satisfactory to Tenant.

Between the Effective Date and the expiration of the Conditions Period, Landlord shall grant access to Tenant for the purpose of conducting all inspections, testing and other investigations contemplated in this Paragraph 6. Tenant agrees to restore the Premises following such investigations and shall indemnify, defend and hold harmless Landlord from any loss, liability, expense, judgment or costs resulting from any damage to property or injury to persons

relating to such inspections, except where arising out of or related to the negligence or willful misconduct of Landlord, its agents, employees or contractors.

7. Uses.

(a) Permitted Use. Tenant may use the Premises for the operation of a restaurant (including an outdoor or patio seating area), a related bar and/or cocktail lounge and such other uses as are incidental to the operation thereof (including, but not limited to, the preparation of food for off-site catering and the retail sale of general merchandise bearing the logo of the business operated by Tenant at the Premises), and for any other lawful retail purpose, which does not violate any exclusive use under any other tenant's lease at the time of Tenant's request to change the Permitted Use. Tenant shall occupy, operate and maintain the Premises in accordance with the REA and all applicable laws, rules, ordinances, orders and regulations of federal, state, county, municipal and other governmental agencies and bodies having jurisdiction over the Premises.

(b) Restaurant Restrictions. Landlord covenants that only 15,000 additional square footage of restaurant space shall be allowed in the Center, such number to exclude: (i) Tenant's square footage; (ii) any food service or restaurant space existing completely within an anchor tenant defined as any tenant in excess of over 20,000 square feet; or (iii) Outparcel 2, however, Landlord shall not allow any tenant over 2,600 square feet to occupy such Outparcel 2.

During the term of this Lease, Publix Tennessee, LLC and its affiliates (collectively, "Publix") shall have the exclusive right within the Center to: (i) operate a grocery supermarket, bakery, delicatessen, and fish market; (ii) sell drugs or other products which are required by law to be dispensed by a registered pharmacist; and (iii) engage in retail sales of items of food for "off-premises" consumption.

The terms and provisions of Paragraph 7(b) hereof to the contrary notwithstanding, Tenant shall not be prohibited from engaging in the operation of a Chili's Grill & Bar at the Premises.

Tenant agrees that, so long as the Publix lease is in effect, the restrictions on Landlord and the tenants of the Center set forth in Paragraph 7(b) hereof shall not apply to Publix or the space in the Center occupied by Publix.

(c) Go Dark. Notwithstanding anything to the contrary contained herein, Tenant shall not be required to continuously operate its business in the Premises or keep the same open to the public; provided that, Tenant shall at all times continue to pay Base Rent and other monetary obligations which become due and payable pursuant to the terms and provisions of this Lease and provided, further, subject to force majeure, that Tenant covenants and agrees to open for business fully stocked as a Chili's Grill & Bar for a period of not less than one (1) day subsequent to the Rent Commencement Date. Tenant agrees to give Landlord at least ninety (90) days Notice prior to any anticipated closure. In the event Tenant has not had the Premises open to the public or has not continuously operated its business in the Premises for a period in excess of three hundred

sixty-five (365) consecutive calendar days, then following the end of such three hundred sixty-five (365) day period and continuing until Tenant shall reopen the Premises to the public or recommence operations in the same, Landlord shall have the option to terminate this Lease upon ninety (90) days prior Notice to Tenant, in which event, upon the termination date, (i) Landlord shall pay Tenant in cash the unamortized value of the Improvements (using 10 year straight line depreciation), (ii) all rents accrued as of the date of such termination shall be paid by Tenant, (iii) all obligations of Tenant and Landlord under this Lease shall terminate, and (iv) this Lease shall be of no further force and effect. For purposes hereof Tenant shall not be deemed to have ceased operations or closed its business to the public in the event Tenant or its successor is remodeling, renovating or reconstructing the Improvements as a result of an assignment, sublease, casualty, condemnation or otherwise.

(d) Hours of Operation. Subject to Tenant's rights under Paragraph 7(c) hereof, Tenant shall keep its business at the Premises open on the days and during the hours established by Landlord for the operation of the Center; provided (i) Tenant shall not be required to operate such business beyond 11:00 a.m. to 10:00 p.m. local time on Monday through Saturday nor beyond Noon to 11:00 p.m. local time on Sunday, and (ii) Tenant shall not be required to operate such business on Thanksgiving, Christmas or Easter. Tenant shall keep any storefront lighting or illuminated signs lit at least two (2) hours after Tenant closes for business.

8. Representations and Covenants of Landlord. As of the Effective Date of this Lease, Landlord represents, warrants and covenants to Tenant as follows:

(a) That Landlord has good and marketable fee simple title to the Premises, possesses full power and authority to deal therewith in all respects and no other party has any right or option thereto or in connection therewith;

(b) That there are no pending or, to the knowledge of Landlord, threatened condemnation proceedings or actions affecting the Premises;

(c) That there are no pending or, to the knowledge of Landlord, threatened actions or legal proceedings affecting the Premises or Landlord's interest therein;

(d) That there are no unpaid special assessments for sewer, sidewalk, water, paving, electrical or power improvements or other capital expenditures or improvements, matured or unmatured;

(e) That Landlord is not aware of any facts or circumstances which would materially adversely affect the use or value of the Premises;

(f) That this Lease and the consummation of the transactions contemplated hereby shall be valid and binding upon Landlord and shall not constitute a default (or an event which with notice or passage of time or both will constitute a default) under any contract to which Landlord is a party or by which it is bound;

(g) That Landlord has not received notice nor has Landlord any knowledge of any violation of any law, regulation, ordinance, order or other requirement of any governmental authority having jurisdiction over or affecting any part of the Premises;

(h) That Landlord is not obligated on any contract, lease or other agreement, written or oral, with respect to the ownership, use, operation or maintenance of the Premises, other than the REA and contracts, leases and agreements which have been disclosed to Tenant in writing;

(i) That the use of the Premises in accordance with Paragraph 7 hereof, including the sale of all items currently on the Chili's Grill & Bar menu, will not violate the terms and provisions of any other lease for space in the Center or any restriction affecting the Premises; and

(j) To the best of Landlord's knowledge the Premises (including the land, surface water, ground water, and any improvements) do not contain any underground storage tanks, asbestos, polychlorinated biphenyls (pcb's), radon, urea formaldehyde, substantial amounts of waste or debris, or contamination, including without limitation: (x) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder; (y) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder; and (z) any substance, the presence of which on the Premises is prohibited or regulated in any manner, including, without limitation, special handling or notification of any governmental entity in its collection, storage, treatment or disposal, by any federal, state, or local law, ruling, code, rule, or regulation, similar or dissimilar to those set forth in this Paragraph 8(j). Landlord agrees to defend, indemnify and hold Tenant harmless from any and all claims, losses, liabilities or damages incurred by Tenant as a result of the foregoing representation being false or misleading or any environmental problems arising after the Effective Date caused by or occurring as a result of the act or omissions of Landlord, its agents or employees.

9. Utilities. Tenant shall pay all charges incurred for the use of utility services at the Premises including, without limitation, gas, electricity, water, sanitary sewer, storm sewer, cable television, and telephone. Tenant, at Tenant's sole cost and expense, shall (i) provide any necessary utility meters, transformers or other required hardware in connection with the delivery of utilities to the Land pursuant to Paragraph 3(b) hereof and (ii) apply for and pay all impact, tap, public works project, or connection fees, including, but not limited to, any such fees associated with traffic, square footage, number of restaurant seats, water, sewer, electric, gas, telephone or cable service, associated with Tenant's restaurant usage. Landlord shall be responsible for any outstanding or pending assessments and any construction costs associated with Landlord's bringing utilities to the Land, and shall also maintain all utility lines and connections installed by Landlord up to the boundaries of the Land. Tenant shall be entitled to solicit bids from competing utility providers in order to secure utility services for Tenant's business operations and, in connection therewith, (x) Tenant shall be entitled to enter into such contracts with such providers as Tenant deems appropriate for the purpose of

securing such utility services; and (y) Landlord agrees to grant appropriate utility easements to such providers as may be reasonably necessary to secure such utility services, so long as Landlord is not required to expend funds in order to comply.

10. Taxes, Assessments and other Governmental Impositions.

(a) Tenant shall pay before they become delinquent all real estate taxes (both real and personal), assessments (both general and special) and other governmental impositions (collectively, "Taxes") lawfully created and assessed against the Land and Improvements or any part thereof during the term hereof. Any Taxes created, levied, or arising prior to the Rent Commencement Date of this Lease, any installment of any such Taxes created prior to the Rent Commencement Date or any Taxes applicable to a period of time prior to the Rent Commencement Date, but assessed or otherwise imposed during the term hereof, shall be paid by Landlord. Tenant shall deliver to Landlord, if requested, receipts or other reasonably satisfactory evidence of payment of all such Taxes so paid by Tenant. Landlord agrees that Tenant may, on behalf of both parties, at Tenant's sole and cost and expense, apply for and follow such procedures as are necessary to have the Land and Improvements taxed as a parcel separate from the Center by the applicable governmental authorities, and Landlord further agrees to use its best efforts to cooperate with Tenant in such process. In the event the Land and Improvements are not taxed or assessed as a parcel separate from the Center, Tenant will pay Landlord as additional rent, an amount equal to Tenant's proportionate share of any such Taxes. Tenant's proportionate share shall be determined by the sum of (i) the amount of Taxes assessed specifically against the Improvements only, and (ii) the product obtained by multiplying such Taxes assessed against the land comprising the Center by a fraction, the numerator of which is the total number of square feet of leasable area in the building to be constructed by Tenant on the Land, and the denominator of which is the total number of square feet of leasable building area in the Center.

It is agreed, however, that Tenant, at its sole cost and expense, may dispute and contest the same (in its own name or in the name of Landlord, or in the name of both, as it may deem appropriate), and in such cases the disputed charge need not be paid until finally adjudged to be valid. At the conclusion of such contest, Tenant shall pay the charge contested to the extent it is held valid, together with all court costs, interest, penalties and other expenses relating thereto. Nothing herein contained, however, shall be construed as to allow such items to remain unpaid for such length of time as shall permit the Land and Improvements (or any part thereof) to be sold by governmental, city or municipal authorities for the non-payment of the same.

If, at any time, in the judgment of Landlord reasonably exercised, it shall become necessary to do so, Landlord, after Notice to Tenant, may, under protest if so requested by Tenant, pay such monies as may be required to prevent the sale of the Land and Improvements or any part thereof, or foreclosure of the lien created thereon by such item, and such amount shall become immediately due and payable by Tenant to Landlord and shall constitute additional rent hereunder, or at Tenant's option and at Tenant's sole cost and expense, in lieu thereof, Tenant shall obtain lien release bonds in amounts equal to

the claims of any such liens or as otherwise required by applicable law (or shall provide Landlord with other security reasonably acceptable to Landlord).

(b) In no event shall Tenant be liable hereunder for or required to pay any income, profit, excise, inheritance, estate, gift or franchise taxes, or taxes with respect to the rent received by Landlord under this Lease, or upon the right of Landlord to receive such rent or to do business, or any tax, assessment or governmental imposition in replacement or substitution of the foregoing or of a similar character.

(c) Notwithstanding anything herein to the contrary, if at any time during the term of this Lease there shall be levied or assessed in substitution of real estate taxes, in whole or in part, a tax, assessment or governmental imposition (other than a general gross receipts or income tax) on the rents received from the Land and Improvements or the rents reserved herein, and said tax, assessment or governmental imposition shall be imposed upon Landlord, Tenant shall pay same as hereinabove provided, but only to the extent that such new tax, assessment or governmental imposition is a substitute for real estate taxes previously imposed. Tenant shall not be obligated to pay any increases in real estate taxes resulting from a reassessment upon Landlord's sale of the Land and Improvements.

(d) Landlord covenants and agrees to notify Tenant in writing within ten (10) days of receipt of notification of (i) the assessment of the Land and Improvements, the Land, or the Improvements separately from the Center, or (ii) a change in the assessed value of the Center, the Land and Improvements, the Land or the Improvements; provided, however, if the Land is a separate tax parcel, Landlord shall not be required to notify Tenant of any change in the assessed value of the Center. Landlord acknowledges that such prompt Notice is essential in order for Tenant to determine whether to contest such change in assessment and time shall be of the essence of this agreement. In the event Landlord fails to so notify Tenant of any change in assessment and Tenant loses its right to contest such change, Tenant shall have no obligation to reimburse Landlord or pay directly to the taxing authority the increases in taxes caused by such change in assessment, and Landlord shall be responsible for paying such tax increases on behalf of Tenant.

(e) Notwithstanding anything herein to the contrary, if at any time during the term of this Lease any assessment (either general or special) is levied upon or assessed against the Land and Improvements or any part thereof, and such assessment may be paid in installments, Tenant's obligation under this paragraph to pay such assessment shall be limited to the amount of such installments (plus applicable interest thereon charged by the taxing authority, if any) which become due during the term hereof, calculated using the longest payment option made available to Landlord, regardless of whether Landlord pays the same in installments over the same or shorter period of time or pays the entire amount thereof.

(f) At the expiration of the term of this Lease, taxes, impositions, assessments, or other similar expenses required to be paid by Tenant hereunder shall be

apportioned in the same manner as such taxes were apportioned prior to the Rent Commencement Date, and Landlord shall pay that portion thereof applicable to the period after the expiration of the term of this Lease.

11. Insurance.

(a) Tenant shall maintain so called "all risk" fire and extended coverage insurance (including vandalism and malicious mischief insurance, earthquake insurance and flood insurance) on the Improvements with a limit of or in an amount not less than ninety (90%) of the replacement value thereof, less the cost of excavations, foundation, footings and underground tanks, conduits, pipes, pilings and other underground items. Payments for losses shall be made solely to Tenant or the mortgagees of Tenant as their interests shall appear.

(b) Tenant shall also insure against property damage and public liability arising by reason of occurrences on or about the Premises by maintaining a policy or policies of commercial general liability insurance including contractual liability coverage insuring against the tort liabilities assumed under this Lease in the amount of not less than THREE MILLION DOLLARS (\$3,000,000) in respect of any one occurrence.

(c) Landlord shall maintain so called "all risk" replacement cost fire and extended coverage insurance (including vandalism and malicious mischief insurance, earthquake insurance, and flood insurance) on the Common Area (exclusive of the Improvements in such amounts as Landlord's mortgagees shall require, or if no mortgagee exists, then in such amounts as are commercially reasonable for a shopping center of the size and quality of the Center. Such insurance shall be maintained at the expense of Landlord (to be reimbursed as part of CAM Charges, as hereinafter defined in Paragraph 12(d)). Payments for losses thereunder shall be made solely to Landlord or the mortgagees of Landlord as their interests shall appear.

(d) Landlord shall maintain (at the expense of Landlord, to be reimbursed as part of CAM Charges) a policy or policies of commercial general liability insurance including contractual liability coverage insuring against the liabilities assumed under this Lease with respect to its activities at the Center, in the amount of not less than THREE MILLION DOLLARS (\$3,000,000) in respect of any one occurrence.

(e) It is agreed that the insurance coverages provided for herein may be maintained pursuant to master policies of insurance covering other restaurant locations of Tenant and/or its corporate affiliates or other shopping centers of Landlord and/or its corporate affiliates. All insurance policies required to be maintained by Tenant and Landlord hereunder shall be with responsible insurance companies, authorized to do business in the state in which the Premises are located if required by law, and except for property insurance policies and workers' compensation policies, shall name Landlord or Tenant as an additional insured (as applicable), as their interests may appear, and shall provide for cancellation only upon ten (10) days prior Notice to Landlord and Tenant. Each party shall evidence such insurance coverage by delivering to the other party certificates issued by the insurance companies underwriting such risks. Tenant may elect

to non-subscribe, if applicable, and/or to provide coverage for any of the foregoing risks within this Paragraph 11 by maintaining such deductibles as it may elect through a plan of self-insurance through Tenant or Brinker International, Inc. (a Delaware corporation), ("Brinker"), provided such deductibles and/or self-insurance is provided for Tenant along with other affiliated entities of Brinker, and further provided that Brinker continuously maintains a tangible net worth of not less than \$50,000,000.00 calculated in accordance with generally accepted accounting principles.

12. Common Area.

(a) Defined. The "Common Area" is the part of the Center constructed for the common use of all tenants, including among other facilities, parking areas, sidewalks, landscaping, curbs, loading areas servicing more than one tenant, private streets and alleys, lighting facilities, hallways, exterior malls, restrooms, and other similar areas and improvements, including, without limitation, the Common Area Facilities, which will be provided by Landlord at its sole expense for the common use of all tenants, all of which shall be subject to Landlord's sole management and control and shall be operated and maintained in a first class manner and condition consistent with sound management practices and in compliance with all applicable laws, rules, regulations and ordinances. Landlord agrees that in no event shall the number of parking spaces in the Common Area of the Center be fewer than the greater of (i) the number of parking spaces required to satisfy all applicable governmental or quasi-governmental laws, rules, regulations, and codes, or (ii) five (5) parking spaces per one thousand (1,000) square feet of leasable building area in the Center for general retail space (excluding restaurant space), three (3) parking spaces per one thousand (1,000) square feet of leasable building area in the Center for general office space, ten (10) parking spaces per one thousand (1,000) square feet of leasable building area in the Center for restaurant use, and one (1) parking space for each four (4) seats in any motion picture theater use.

(b) Use of Common Area. Tenant and its employees, representatives, customers, invitees, subtenants, licensees and concessionaires shall have the non-exclusive right and license to use the Common Area as constituted from time to time, such use to be in common with Landlord, other tenants of the Center and other persons permitted by Landlord to use the same (provided that, to the extent permitted by applicable laws and ordinances, Tenant shall have the right to designate up to six [6] certain parking spaces on the Land exclusively for the use of its "To Go" customers), and subject to such reasonable rules and regulations governing use as Landlord may from time to time prescribe in writing, including the designation of specific areas within the Center in reasonable proximity to the Premises in which automobiles owned by Tenant, its employees, subtenants, licensees and concessionaires shall be parked. At no time during the term of this Lease shall Landlord be permitted to impose on Tenant, its employees, customers, invitees or any other party, any restriction on, or monetary fee for, the right to park vehicles in the Common Area. Notwithstanding anything herein to the contrary, Tenant shall have the exclusive right (for its employees, customers, invitees, representatives, subtenants, licensees and concessionaires) to park in all parking spaces situated within the Land (i.e., Tenant's Common Area Facilities). Tenant shall also have

the right to self-enforce its rights with respect to all of the aforementioned exclusive parking spaces.

(c) Easement. During the term of this Lease, including any Renewal Terms, Landlord does hereby grant and convey to Tenant, Tenant's employees, representatives, customers and invitees, a permanent, non-exclusive right-of-way access and parking easement for the purpose of pedestrian and vehicular ingress, egress and parking over all access and entrance drives and over all parking areas of the Center (collectively, the "Easement"), and Landlord agrees that it shall not (nor consent to allow any other party) to erect, construct or install any subsequent signage, buildings, or other improvements in, or make any changes to, the portion of the Common Area of the Center labeled as the "No Build Area" on the Site Plan. During the term of this Lease, Landlord does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular this Easement unto Tenant and its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under Landlord. Landlord further agrees to provide this Easement as a part of the Memorandum of Lease to be recorded pursuant to Paragraph 26 hereof.

(d) Common Area Maintenance. Tenant agrees to pay as an additional charge each month its proportionate share of the costs actually incurred by Landlord for operating, maintaining and repairing the Common Area (including, among other costs, those incurred for utilities, taxes, insurance, lighting, sewer services, painting, cleaning, policing, inspecting, landscaping, snow removing, replacing, insuring, guarding and protecting the Center), which costs may be incurred by Landlord in its reasonable discretion (collectively, the "CAM Charges"). The proportionate share to be paid by Tenant of the CAM Charges shall be computed by multiplying such CAM Charges by a fraction, the numerator of which is the total number of square feet of leasable area in the building to be constructed by Tenant on the Land, and the denominator of which is the total number of square feet of all leasable building area in the Center. Landlord may assess CAM Charges based upon the estimated annual cost of operation and maintenance of the Common Area, payable in advance but subject to adjustment after the end of each calendar year on the basis of the actual costs for such year. Within sixty (60) days after the end of each calendar year, Landlord shall furnish Tenant with a written statement ("Reconciliation") setting forth the total CAM Charges for said calendar year, the calculation of Tenant's proportionate share thereof and payments theretofore made by Tenant during such calendar year. Any underpayment due Landlord will be paid by Tenant within sixty (60) days after receipt of the Reconciliation. Any overpayment by Tenant shall be refunded to Tenant by Landlord within sixty (60) days after the end of each applicable annual period. Tenant shall have the right to audit Landlord's books and records with respect to CAM Charges once per annum, during normal business hours on reasonable prior Notice. Tenant shall pay for the cost of such audit unless the audit shall disclose CAM Charges paid by Tenant were three percent (3%) or more in excess of actual CAM Charges in which case Landlord shall promptly pay to Tenant the reasonable cost of such audit in addition to the overpayment in CAM Charges. The CAM Charges payable by Tenant during the first year of the Primary Term of this Lease shall be Nine Hundred Twenty Five Dollars and 83/100 (\$925.83) per month.

Tenant's CAM Charges attributable to Controllable Expenses (as hereinafter defined) shall not increase by more than five percent (5%) in any calendar year over the CAM Charges attributable to Controllable Expenses in the immediately prior calendar year. For the purposes of this Paragraph 12(d), the term "Controllable Expenses" shall mean expenses of operating or maintaining the Center other than taxes, insurance and utilities.

Notwithstanding any provisions to the contrary contained herein, the following items are specifically excluded from Tenant's proportionate share of CAM Charges: administrative expenses of Landlord, including Landlord's personnel salaries such as secretarial and executive salaries (other than personnel below the management level used in direct Common Area maintenance activities and then only to the extent such personnel spend time on such activities), Landlord's general off-site overhead, initial construction and landscaping, other capital improvements and expenditures (including parking lot resurfacing and any other improvements or expenditures required to comply with any governmental law or regulation), advertising expenses, real estate commissions, leasing salaries and expenses, bonuses to employees, property insurance premiums on any buildings in the Center, and any costs to maintain and operate an interior mall, all in accordance with generally accepted accounting principals consistently applied, Landlord's legal fees attributable to any matters concerning any tenant in the Center, charges relating to leases other than this Lease (including, without limitation, any such tenant's failure to pay its proportionate share of Common Area charges using the formula set forth in the first paragraph of this Paragraph 12(d)), and charges relating to repair and maintenance of leasable structures in the Center.

All Common Area management, operation, maintenance and repair shall be performed by Landlord in accordance with all applicable laws and regulations and in a manner which will cause as little disruption of and interference with the use of the remainder of the Common Area and the Premises as is reasonably possible. Landlord shall use all reasonable efforts and due diligence to minimize the cost of managing, operating, maintaining and repairing the Common Area in a manner consistent with prudent shopping center practices and to perform maintenance and repair of the Common Area hereunder as expeditiously as possible so that the same may be available for use as part of the Center with as little delay and as little disruption to the remainder of the Common Area and the Premises as circumstances will permit.

Landlord's failure to fulfill its obligation to maintain the Common Area in a first class manner and condition, shall constitute a Landlord Event of Default after the passage of time set forth in Paragraph 28(c)(ii) hereof.

13. Repairs.

(a) Tenant shall take good care of the Improvements (other than the Common Area Facilities) during the term of this Lease and shall maintain the same in reasonably good condition, including repairs to the interior, exterior and structure, as well as maintenance of the grounds inside the sidewalks surrounding the building (including the

mowing of grass, care of shrubs and general landscaping within the Premises), it being understood that Landlord shall not be required to make any repairs to the Improvements during the term hereof. All Tenant's management, operation, maintenance and repair obligations required hereunder to be performed on the Improvements shall be performed in accordance with all applicable laws and regulations and in a manner that will cause as little disruption of and interference with the use of the remainder of the Center as is reasonably possible. The Improvements shall not be maintained as, nor shall Tenant permit the Improvements to become, a public or private nuisance, and Tenant shall not maintain any nuisance in the Improvements. At the end or other termination of this Lease, Tenant shall deliver up the Land with the Improvements thereon in good repair and condition, loss by fire or other casualty, act of God, ordinary wear and tear, depreciation and obsolescence being excepted.

(b) Notwithstanding anything herein to the contrary, if structural repairs to the Improvements shall be required during the last two (2) years of the Primary Term of this Lease, or the last two (2) years of any Renewal Term, Tenant shall not be required to make such structural repairs if it delivers to Landlord a written waiver of all rights to renew this Lease beyond the term then in effect. Notwithstanding the foregoing, Tenant shall make such repairs if (i) the same are required by any applicable building code or other ordinance, or (ii) there is a possibility of damage to property or injury to person if the repairs are not made.

14. Alterations. Tenant shall have the unrestricted right to make any alterations, additions or improvements to the interior of the Premises deemed necessary or appropriate in connection with the requirements of its business, without the necessity of obtaining the prior written consent of Landlord and without the payment of any additional rent; provided, however, that any such alterations, additions or improvements shall not reduce or impair the value of the Premises. Tenant shall obtain approval from Landlord for any exterior changes to be made, such approval by Landlord not to be unreasonably conditioned, withheld or delayed.

15. Equipment, Fixtures and Signs. Tenant shall have the right to erect, install, maintain and operate on the Premises such equipment, trade and business fixtures, and other personal property as Tenant may deem necessary or appropriate, and such shall not be deemed to be part of the Premises, but shall remain the property of Tenant. Any such installations shall not materially injure or deface the Improvements. At any time during the term of this Lease and within five (5) days after termination hereof, Tenant shall have the right to remove its equipment, fixtures, signs and other personal property from the Premises; provided that Tenant shall repair any damage caused by such removal. Subject to governmental approval, Landlord agrees that Tenant shall be entitled to erect its prototype building signage, and one monument sign as permitted by applicable governmental regulations.

16. Damage by Fire or Other Casualty.

(a) If the Improvements, or any material part thereof, should be destroyed or damaged by fire or other casualty, then Tenant shall immediately deliver Notice thereof to Landlord.

(b) If the Improvements should be damaged by fire or other casualty at any time before the expiration of the Primary Term, then Tenant may elect either to (i) restore the Improvements to their prior condition or (ii) discontinue operations at the Premises, but at all times continue to pay Base Rent due and payable pursuant to the terms and provisions of this Lease. In the event Tenant elects to discontinue operations, then Tenant must (unless instructed by Landlord to leave the Premises in an "as-is" condition) raze any remaining portion of the Improvements, remove all debris, and grade and landscape the Land. If Tenant elects to restore the Improvements to their prior condition, then Tenant shall proceed with all reasonable diligence to rebuild and repair the Improvements to substantially the condition in which they existed prior to such damage.

(c) If the Improvements should be damaged by fire or other casualty at any time on or after the expiration of the Primary Term, then Tenant may elect either to (i) restore the Improvements to their prior condition or (ii) terminate this Lease. If Tenant elects to terminate this Lease, then Tenant must (unless instructed by Landlord to leave the Premises in an "as-is" condition) raze any remaining portion of the Improvements, remove all debris, grade and landscape the Land and conceal and/or remove the foundation, all such to be done in a manner consistent with the Common Area, but in an amount not to exceed Fifteen Thousand and 00/100 Dollars (\$15,000), the language of Paragraph 35 hereof notwithstanding, the intent of the parties being that Tenant's sole requirement under the terms of this Lease shall be limited to those in this Paragraph 16(c). If Tenant elects to restore the Improvements to their prior condition, then Tenant shall proceed with all reasonable diligence to rebuild the Improvements to substantially the condition in which they existed prior to such damage.

17. Condemnation.

(a) If all of the Premises or the Center (or if less than all, but Tenant reasonably determines that the remaining portion will not permit Tenant to operate its business on the Premises, with sufficient parking therefor), shall be acquired by the right of condemnation or eminent domain for any public or quasi-public use or purpose, or sold to a condemning authority under threat of condemnation or in lieu thereof, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding (or sale) and all rent and other accrued amounts under this Lease shall be paid up to that date.

(b) In the event of a partial taking or condemnation which takes less than a substantial portion of the Premises or the Center and Tenant determines that the remaining portion will permit Tenant to operate its business on the Premises, with sufficient parking therefor, then Tenant, at Tenant's sole cost and expense, shall proceed with reasonable diligence to restore the Premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and this Lease shall continue in full force and effect but with a pro rata reduction of rent.

(c) In the event of any condemnation, taking or sale as aforesaid, whether whole or partial, Landlord and Tenant shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be specifically allocated by the

condemning authority to their respective interests in any condemnation proceedings. Termination of this Lease shall not affect the right of the respective parties to such awards.

18. Liability and Indemnification.

(a) Landlord shall not be liable to Tenant or Tenant's employees, agents, patrons or invitees, or any person whomsoever, for any injury to person or damage to property caused by the negligence or misconduct of Tenant, its employees or agents, or of any other person (other than Landlord or Landlord's employees or agents) entering upon the Premises under express or implied invitation of Tenant, and Tenant agrees to indemnify Landlord and hold it harmless from any loss, claim, damage, cost or expense suffered or incurred by Landlord by reason of any such damage or injury.

(b) Tenant shall not be liable to Landlord or Landlord's employees, agents, patrons, invitees, or mortgagees, or any person whomsoever, for any injury to person or damage to property caused by the negligence or misconduct of Landlord, its employees or agents, and Landlord agrees to indemnify Tenant and hold it harmless from any loss, claim, damage, cost or expense suffered or incurred by Tenant by reason of any such damage or injury.

19. Right of Inspection. Landlord and its agents and representatives shall be entitled to enter upon and inspect the Premises at any time during normal business hours upon prior reasonable Notice, provided only that such inspection shall not unreasonably interfere with Tenant's business, and shall in no event occur during Tenant's peak business hours.

20. Warranty of Title and Quiet Enjoyment.

(a) Landlord represents and warrants that it is the owner in fee simple of the Land, and that it alone has the full right to lease the Premises for the term set out herein. Landlord further represents and warrants that Tenant, on paying the rent and performing its obligations hereunder, shall peaceably and quietly hold and enjoy the Premises for the term of this Lease, including any Renewal Term, without any hindrance, molestation or ejection by Landlord, its successors or assigns, or those claiming by, through, or under them.

(b) Landlord represents and warrants that it has not granted nor created and covenants that it will not grant, create or suffer any claim, lien, encumbrance, easement, restriction or other charge or exception to title to the Premises without the prior written consent of Tenant; provided, however, that it is expressly agreed that Landlord may subject its interest in the Premises to one or more liens, and Tenant will subordinate its interest in the Premises to such lien or liens, if Landlord's lenders shall agree for themselves, their successors and assigns (by written instrument in substantially the recordable form attached hereto as Exhibit F or in such other form which is mutually acceptable to the parties thereto): (i) to be bound by the terms of this Lease; (ii) not to disturb Tenant's use or possession of the Premises in the event of a foreclosure of such lien or encumbrance so long as Tenant is not in default hereunder; (iii) not to join Tenant

as a party defendant in any foreclosure proceeding relating to the Center or any part thereof; and (iv) to permit application of insurance proceeds to the restoration and repair of the Premises pursuant to Paragraph 16 of this Lease.

(c) For each lien existing of record on the Effective Date against the Premises, Landlord agrees to deliver to Tenant within thirty (30) days after the Effective Date, a Subordination, Attornment and Non-Disturbance Agreement executed by any such lienholder substantially in the form attached hereto as Exhibit F (or in such other form which is mutually acceptable to the parties thereto). If Landlord shall fail to provide such Subordination, Attornment and Non-Disturbance Agreement within the time period allotted, Tenant shall have the option to terminate this Lease at any time thereafter.

21. Waiver of Subrogation. Landlord and Tenant severally waive any and every claim which arises or may arise in its favor and against the other during the term of this Lease for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of, the Premises, which loss or damage is covered by valid and collectible fire and extended coverage, general liability, liquor liability or worker's compensation insurance policies, to the extent that such loss or damage is recoverable thereunder. Inasmuch as the above mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), Landlord and Tenant severally agree immediately to give to each insurance company which has issued to it policies of insurance, Notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverages by reason of said waivers.

22. Force Majeure. The time for performance by Landlord or Tenant of any term, provision or covenant of this Lease shall be deemed extended by time lost due to delays resulting from acts of God, strikes, unavailability of building materials, civil riots, floods, material or labor restrictions by governmental authority, enforcement of governmental regulations or requirements, and any other cause not within the control of Landlord or Tenant, as the case may be.

23. Commissions. Landlord agrees to indemnify and hold Tenant harmless from any loss, liability, damage, cost, or expense (including, without limitation, reasonable attorney's fees) paid or incurred by Tenant by reason of any claim to any broker's, finder's, or other fee in connection with this transaction by any party claiming by, through, or under Landlord. In this regard, Landlord agrees to pay Baker Storey McDonald Properties and Southstar Commercial (collectively "Broker"), a commission in connection with the execution of this Lease. Tenant represents and warrants to Landlord that Tenant has not engaged the services of any other brokers or agents other than Broker and except as provided above, Tenant agrees to indemnify and hold Landlord harmless from any loss, liability, damage, cost or expense (including, without limitation, reasonable attorney's fees) paid or incurred by Landlord by reason of any claim to any broker's, finder's, or other fee in connection with this transaction by any party claiming by, through, or under Tenant.

24. Landlord-Tenant Relationship. It is further understood and agreed that Landlord shall in no event be construed or held to be a partner, joint venturer or associate of

Tenant in the conduct of Tenant's business, nor shall Landlord be liable for any debts incurred by Tenant in Tenant's business; but it is understood and agreed that the relationship is and at all times shall remain that of landlord and tenant.

25. Assignment and Subletting.

(a) Tenant shall not assign this Lease or sublet the whole or any part of the Premises without the prior written consent of Landlord, which consent Landlord shall not unreasonably withhold, condition, or delay, provided (i) no Tenant Event of Default (hereinafter defined) has occurred and is continuing at the time of the request for consent to the assignment or sublease, (ii) the use to be made of the Premises by the assignee or subtenant shall be permitted by Paragraph 7 hereof, (iii) the assignee or subtenant shall assume in writing the performance of all of the terms, provisions and covenants of this Lease on the part of Tenant to be kept and performed, and (iv) Tenant shall deliver to Landlord within fifteen (15) days (or as soon thereafter as is reasonably practicable) after the assignment or subletting an executed duplicate of such agreement, together with a duly executed assumption agreement. Notwithstanding anything herein to the contrary, Tenant, without Landlord's prior written consent but otherwise subject to the conditions set forth in the preceding sentence, (i) may assign this Lease or sublet the whole of the Premises to a legal entity which (x) is the successor, by merger or otherwise, to all or substantially all of Tenant's assets and liabilities, (y) controls or is controlled by or is under common control with Tenant, directly or indirectly, or (z) is a franchisee of an entity that controls, is controlled by or is under common control with Tenant, directly or indirectly, and (ii) may sublet a portion of the Premises to a legal entity under the control of Tenant solely for the purpose of such entity obtaining a liquor license for the Premises. Any such assignment or subletting shall be otherwise subject to and upon all of the terms, provisions and covenants of this Lease. Landlord agrees to enter into a non-disturbance agreement and give an estoppel letter to any assignee or sublessee to which Landlord consents or for which Landlord's consent is not required, upon written request for such assignee or sublessee, the form of which shall be similar in nature to the form of agreement required of lenders under Paragraph 20 hereof and shall otherwise be reasonably acceptable to such assignee or sublessee.

(b) No assignment or subletting or collection of rent from the assignee or sublessee shall be deemed to constitute a novation or in any way release Tenant from further performance of its obligations under this Lease, and Tenant shall continue to be liable under this Lease for the balance of the Primary Term and any Renewal Term with the same force and effect as if no such assignment had been made.

(c) Tenant agrees to reimburse Landlord for all reasonable legal fees incurred by Landlord in connection with any permitted assignment of this Lease or any permitted subletting of the Premises by Tenant, not to exceed Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per assignment, upon written demand, Landlord agreeing that no cost shall be charged for one (1) such assignment/subletting every three (3) years. Tenant shall deliver to Landlord copies of all documents executed in connection with any permitted assignment of this Lease or any permitted subletting of the Premises by Tenant, which documents must be in form and substance reasonably satisfactory to Landlord and

must require the assignee to assume performance of all terms of this Lease to be performed by Tenant in the case of an assignment or require the subtenant to comply with all the terms of this Lease to be performed by Tenant in the case of a sublease. Unless Landlord has agreed in writing to such assignment, no acceptance by Landlord of any rent or other sum from an assignee or sublessee shall be deemed a consent to Tenant's assignment of this Lease or subletting of the Premises (or a part thereof).

26. Memorandum of Lease; Commencement and Termination Agreement. A short-form memorandum of this Lease, in the form attached hereto as Exhibit G, shall be executed by Landlord and Tenant contemporaneously with the execution of this Lease and shall be filed of record. Landlord and Tenant agree that promptly after the Rent Commencement Date of this Lease, a Commencement and Termination Agreement, substantially in the form attached hereto as Exhibit H, shall be executed by each party in order to establish the Rent Commencement Date and the date of termination of the Primary Term of this Lease.

27. Notices and Payments. Any notice, document or payment required or permitted to be delivered or remitted hereunder or by law ("Notice") shall be in writing and deemed to be delivered or remitted, whether actually received or not, (a) when delivered in person, (b) two (2) business days after such item is deposited in the United States mail, postage prepaid, certified or registered, return receipt requested (except for any payment of Base Rent or CAM Charges which shall be deemed to be remitted when received, or (c) one (1) business day after such item is deposited for overnight delivery or two (2) business days after such item is deposited for second day delivery with Federal Express or other generally recognized overnight courier, shipping charges prepaid, addressed to the appropriate party hereto at its address set out below, or at such other address as it shall have theretofore specified by Notice delivered in accordance herewith:

LANDLORD

Maryland Commons, L.L.C.
5250 Virginia Way, Suite 235
Brentwood, TN 37027
Attn: John P. Cooper

Tax ID No. 62-1623655

TENANT

Chili's, Inc.
6820 LBJ Freeway
Dallas, Texas 75240
Attn: General Counsel

With statements and billings to:

Brinker International, Inc.
6820 LBJ Freeway
Dallas, Texas 75240
Attn: Property Accounting
Chili's #1048 (Brentwood, TN)

If and when included within the term "Landlord" there is more than one person or legal entity, all shall jointly arrange among themselves for one among their numbers to receive at one specified address all such Notices and payments; all parties included within the term "Landlord" shall be bound by Notices delivered by Tenant in accordance with the provisions of this Paragraph 27 as if each had received such Notice.

28. Default.

(a) Each of the following events shall be a "Tenant Event of Default" under this Lease:

(i) Tenant shall fail to pay any installment of Base Rent, CAM Charges or any other charge due hereunder, hereby reserved as and when the same shall become due and shall not cure such default within ten (10) days after Notice thereof is given by Landlord to Tenant;

(ii) Tenant shall fail to comply with any term, provision or covenant of this Lease, other than the payment of Base Rent, CAM Charges or any other charge due hereunder, and shall not cure such failure within thirty (30) days after Notice thereof is given by Landlord to Tenant (provided that if such default cannot reasonably be cured within thirty (30) days, then Tenant shall have an additional reasonable period of time within which to cure such default);

(iii) Tenant shall be adjudged insolvent, make a transfer in fraud of creditors or make an assignment for the benefit of creditors;

(iv) Tenant shall file a petition under any section or chapter of the Bankruptcy Reform Act of 1978, as amended, or under any similar law or statute of the United States or any state thereof, or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder; or

(v) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant and Tenant shall not have had such appointment discharged within thirty (30) days after Tenant receives notice of such appointment.

(b) Upon the occurrence of any Tenant Event of Default, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(i) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails so to do, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises, or any part thereof, by force if necessary, without being liable to prosecution or for any claim for damages; and Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise;

(ii) Enter upon and take possession of the Premises and expel or remove Tenant and other persons who may be occupying the Premises, or any part thereof, by force if necessary, without being liable to prosecution or for any

claim for damages, and relet the Premises, as Tenant's agent, and receive the rent therefor; and Tenant agrees to pay Landlord on demand any deficiency that may arise by reason of such reletting; or

(iii) Enter upon the Premises, without being liable to prosecution or for any claim for damages, and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any reasonable and necessary expenses which Landlord may incur in thus effecting compliance with Tenant's obligations hereunder together with interest thereon at a rate per annum equal to the Default Rate from the date such expenses are incurred until repayment.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damage accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon the occurrence of a Tenant Event of Default shall not be deemed or construed to constitute a waiver of such default.

(c) Each of the following events shall be a "Landlord Event of Default" under this Lease:

(i) Landlord shall fail or refuse to pay any sum of money payable hereunder when due, and the failure or refusal continues for ten (10) days after Notice thereof is given by Tenant to Landlord; or

(ii) Landlord shall fail or refuse to comply with any term, provision, or covenant of this Lease, other than provisions for the payment of money, and does not cure the failure or refusal within thirty (30) days after Notice thereof is given by Tenant to Landlord (provided that if such default cannot reasonably be cured within thirty (30) days, then Landlord shall have an additional reasonable period of time within which to cure such default).

(d) Upon the occurrence of any Landlord Event of Default, Tenant shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(i) Cure the Landlord Event of Default and in connection therewith pay or incur reasonable expenses. Notwithstanding the foregoing, Tenant shall not have such right to cure a Landlord Event of Default set forth in Paragraph 28(c)(ii) in the event Landlord or its mortgagee takes action to cure such default within the cure period therein provided, but is unable, by reason of the nature of the work involved, to cure the same within such period, provided Landlord or its mortgagee (whoever commences such work) continues such work thereafter diligently and without unnecessary delays. Additionally, Tenant shall

have the right to remedy any default of an emergency nature, in the event Landlord or its mortgagee fails to commence to cure any default creating an emergency situation promptly upon being given notice which is reasonable under the circumstances, and Tenant shall have the right to remedy such a default without notice (if the giving of notice is not reasonably practicable) in the event of an emergency. All sums so expended or obligations incurred by Tenant in connection with the foregoing, plus interest thereon at a rate per annum equal to the Default Rate from the date such expenses are incurred until repayment, shall be paid by Landlord to Tenant upon demand, and if Landlord fails to reimburse Tenant, Tenant may, in addition to any other right or remedy that Tenant may have, deduct such amount from subsequent installments of any rent or other payments hereunder which become due to Landlord; or

(ii) In the event of a breach of Tenant's Exclusive Use or upon Landlord's failure to maintain the Common Areas in the manner herein described, (after two (2) such Notices for failure to maintain Common Areas, but no such requirement for Exclusive Use), Terminate this Lease by giving Notice to Landlord, after which Tenant shall have no further liabilities or obligations hereunder.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any damage accruing to Tenant by reason of the violation of any of the terms, provisions, and covenants herein contained. Forbearance by Tenant to enforce one or more of the remedies herein provided upon the occurrence of a Landlord Event of Default shall not be deemed or construed to constitute a waiver of such default.

29. [Intentionally Deleted].

30. Reasonable Cooperation. During the term of this Lease, Landlord agrees to reasonably cooperate in a timely manner with Tenant in connection with the obtaining and renewal of all licenses and permits which Tenant may need to operate its intended business on the Premises. Such cooperation may include the disclosure of information on Landlord and its business principals. Tenant agrees to hold any such information confidential and to use the same only for the purposes of obtaining or renewing the license or permit for which such information is required. All costs associated with obtaining or renewal of any such licenses or permits shall be borne by Tenant.

31. Miscellaneous.

(a) Except as otherwise provided herein, In the event this Lease is terminated pursuant to a right to do so herein contained, neither Landlord nor Tenant hereto shall thereafter have any further obligation or liability one to the other, and this Lease shall be of no further force or effect.

(b) The captions used in this Lease are for convenience only and shall not be deemed to amplify, modify or limit the provisions hereof.

(c) Words of any gender used in this Lease shall be construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the context otherwise requires.

(d) This Lease shall be binding upon and shall inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and assigns.

(e) The Exhibits annexed to this Lease are hereby incorporated by reference in their entirety with the same force and effect as if they were set forth in this Lease in their entirety. This Lease contains the entire agreement of Landlord and Tenant with respect to the subject matter hereof and can be altered, amended or modified only by written instrument executed by both of such parties.

(f) It is expressly agreed by Landlord and Tenant that time is of the essence with respect to this Lease. In the event the date for performance of an obligation or delivery of any notice hereunder falls on a day other than a business day, then the date for such performance or delivery of such notice shall be postponed until the next ensuing business day. Any references to "business days" contained herein are references to normal working business days (i.e., Monday through Friday of each calendar week, exclusive of Federal holidays).

(g) If any term or provision, or any portion thereof, of this Lease, or application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(h) This Lease may be signed in counterparts with the same force and effect as if all required signatures were contained in a single, original instrument.

(i) In the event of litigation between the parties to enforce this Lease, the prevailing party in any such action shall be entitled to recover reasonable costs and expenses of suit, including, without limitation, court costs, attorneys' fees, and discovery costs.

(j) This Lease shall be construed, interpreted, and enforced pursuant to the applicable laws of the state in which the Premises are located.

(k) If either Landlord or Tenant is a business entity each individual executing this Lease on behalf of the business entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of the business entity, and that this Lease is binding upon the business entity. If either Landlord or Tenant is a business

entity, the persons executing this Lease on behalf of Landlord or Tenant hereby covenant and warrant that (a) Landlord or Tenant, as applicable, is a duly qualified business entity and all steps have been taken prior to the Effective Date to qualify Landlord or Tenant to do business in the State in which the Premises are located; (b) all franchise and corporate taxes have been paid to date; and (c) all future forms, reports, fees and other documents necessary to comply with applicable laws will be filed when due.

(l) Tenant shall not bring or permit to remain on the Premises, and shall not bring onto the Center, any asbestos, petroleum or petroleum products, explosives, toxic materials, or substances defined as hazardous wastes, hazardous materials, or hazardous substances under any federal, state, or local law or regulation ("Hazardous Materials"); provided, however, Tenant may store, handle and use the following Hazardous Materials if they are used, stored, handled and disposed of in compliance with all applicable environmental laws: (a) chemicals, substances or materials routinely used in restaurants or office areas; (b) janitorial supplies, cleaning fluids or other chemicals, substances or materials reasonably necessary for the day-to-day operation or maintenance of the Premises by Tenant; and (c) chemicals, substances or materials reasonably necessary for the construction or repair of improvements on the Premises. Tenant's violation of the foregoing prohibition shall constitute a material breach and default hereunder and Tenant shall indemnify, hold harmless and defend Landlord from and against any claims damages, penalties, liabilities, and costs (including reasonable attorneys' fees and court costs) caused by or arising out of (i) a violation of the foregoing prohibition or (ii) the presence or any release of any Hazardous Materials on, under, or about the Premises or the Center caused by or resulting from the use or occupancy of the Premises or the Center by Tenant. Tenant shall clean up, remove, remediate and repair, in conformance with the requirements of applicable law, any soil or ground water or other contamination of the Premises or the Center arising out of the presence or release of any Hazardous Materials in, on, under, or about the Premises or the Center, caused by Tenant or its employees, agents, contractors or invitees. Tenant shall immediately give Landlord Notice of any suspected breach of this Paragraph, upon learning of the presence or any release of any Hazardous Materials, and upon receiving any notices from governmental agencies pertaining to Hazardous Materials which may affect the Premises or the Center. The obligations of Landlord and Tenant hereunder shall survive the expiration or earlier termination, for any reason, of this Lease.

(m) As an inducement to Landlord to enter into this Lease, Tenant agrees and acknowledges that its obligations under this Lease shall be guaranteed during the Primary Term by its parent corporation, Brinker International, Inc., a Delaware corporation ("Guarantor"), pursuant to a Guaranty of Lease Agreement executed in favor of Landlord contemporaneously with the Effective Date of this Lease, in the form of Exhibit J attached hereto.

32. Liens. Tenant shall pay when due, and indemnify, defend and hold Landlord harmless from, all claims for labor or materials furnished or alleged to have been furnished to Tenant for use in the Premises, which claims are or may be secured by any lien against the Premises, the Center, or any interest therein. Tenant shall not permit the Premises or the Center

to become subject to any mechanic's, laborers, or materialman's lien in account of labor or material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Premises by, or at the direction or sufferance of Tenant; and Tenant shall remove the lien of record by the payment or by bonding with a surety company authorized to do business in the state in which the Premises is located ("Surety Company"), within twenty (20) days from the date of the filing of said mechanic's or other lien. Should Tenant fail to take the foregoing steps within said twenty (20) day period, then Landlord shall have the right, among other things, to pay said lien without inquiry into the validity thereof, and the Tenant shall forthwith reimburse the Landlord for the total expense incurred by it in discharging said lien as additional rent hereunder; provided, however, that Tenant shall have the right to contest, in good faith and with reasonable diligence, the validity of any such lien or claimed lien if Tenant shall give to Landlord such security as may be deemed satisfactory to Landlord to assure payment thereof and to prevent any sale, foreclosure, or forfeiture of the Premises by reason of non-payment thereof; provided further, that on final determination of the lien or claim for lien, Tenant shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien released and any judgments satisfied.

33. Estoppel Certificates. Within thirty (30) days after Landlord or Tenant's written request, the other party shall execute, acknowledge and deliver to the other party or its designee a written statement: (i) acknowledging that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as modified, is in full force and effect); (ii) setting forth the date to which rent has been paid; (iii) certifying there are not, to such party's knowledge, any uncured defaults on the part of the other under this Lease (or specifying any such defaults known); and (iv) confirming any other facts related to the status of this Lease or the condition of the Premises, but only to the extent of their knowledge thereof.

34. Prohibited Uses.

(a) Tenant hereby covenants and agrees that it will not use the Premises for any unlawful purpose, or in any way which would constitute a legal nuisance to adjoining tenants in the Center.

(b) Tenant hereby covenants and agrees that the Premises shall not be used for the following "prohibited uses": a dry cleaning plant, cinema or theater, skating rink, bowling alley, discotheque, dance hall, nightclub, amusement gallery, pool room (provided that pool tables will be permitted as an incidental use in restaurants), health space (provided that spa services shall be permitted in connection with any beauty/health services business), adult entertainment facility, gymnasium, massage parlor, adult book store, pin ball or electronic game room, a so-called "head shop", funeral parlor, flea market, bingo parlor, cafeteria (provided that a southern-style "meat and 3" type restaurant shall be allowed provided that such restaurant shall not exceed 3,000 square feet), sale, rental or lease of automobiles, trucks, other motorized vehicles, or trailers, or car wash.

35. Outparcel Restrictions. Tenant agrees that any Improvements constructed on the Land shall be subject to the following restrictions: (i) no more than one building shall be constructed on the Land and said building shall accommodate only one (1) business operation therein, provided that this restriction shall not prohibit typical co-branding operations of the kind typically found in the state where the Center is located; (ii) no building shall exceed one story in height; (iii) no building shall exceed twenty-five (25) feet in height; (iv) the leasable floor area of any building constructed on the Land shall not exceed the floor area limitation set forth on the Site Plan, provided, in any event, such leasable floor area shall be further limited to the extent that the number and size of on-grade automobile parking spaces required by all applicable rules, regulations, ordinances, and laws can be constructed and maintained within the boundaries of the Land; (v) each building shall comply with all governmental rules, regulations, ordinances, and laws; (vi) any pylon or monument signs erected or constructed on the Land shall not obstruct visibility of the space leased to Publix or the pylon or monument sign identifying the Center or Publix; and (vii) in the event any improvements located on the Land shall be damaged, destroyed, and in the event Tenant elects not to repair or restore such improvements, Tenant shall, subject to the limitations described in Paragraph 16 hereof, promptly raze and remove such damaged or destroyed improvements, and either landscape or pave and maintain the Land (including concealment of any exposed slab or foundation thereof) in a manner consistent with the Common Area. The provisions of all applicable rules, regulations, ordinances and laws to the contrary notwithstanding, for purposes of this Paragraph 35, the leasable floor area of any building constructed on the Land shall also include patios and other outdoor areas utilized for retail sales or food or beverage service (exclusive of areas utilized exclusively for drive-thru or walk-up take-out food or beverage service.

36. Exculpation. Tenant shall look solely to the estate of interest of Landlord in the Center and improvements constructed thereon, including the rents, profits, income and distributions therefrom accruing or made after any judgment, and proceeds of insurance relating thereto paid after any judgment, for collection of any judgment (or other judicial process) requiring the payment of money by the Landlord or in satisfaction of any remedy of a monetary nature which Tenant may have under this Lease, and no property or assets of an individual partner or shareholder of Landlord or any member of Landlord shall be subject to levy, execution, or other enforcement procedures for the satisfaction of Tenant's remedies hereunder.

37. Rules and Regulations. Tenant shall comply, and cause its agents, employees, contractors, representatives and customers to comply, with the rules and regulations attached hereto as Exhibit I, as the same may be amended, modified or supplemented by Landlord (the "Rules"); provided all such Rules and Regulations shall be uniformly enforced and any such amendment, modification or supplement to the Rules and Regulations must not materially impair Tenant's ability to use the Premises for the Permitted Use. Any failure by Landlord to enforce the Rules against Tenant shall not constitute a waiver of the same, and Landlord shall have no liability to Tenant as a result of Landlord's failure to enforce the Rules.

38. Declaration of Easements, Covenants and Restrictions. Landlord has provided Tenant with a copy of the REA. Tenant acknowledges and agrees that the Premises and the Center, as well as Tenant's use of and operations at the Premises and the Center, are subject to the REA. Tenant further acknowledges and agrees that this Lease is subject and

subordinate to the REA. To the extent the terms of this Lease are inconsistent with the terms of the REA, Tenant agrees that the REA shall govern.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Lease to be effective as of the Effective Date.

LANDLORD:

MARYLAND COMMONS, L.L.C.,
a Delaware limited liability company

By: John P. Casper
Its: Manager
Date: July 15, 2004

TENANT:

CHILI'S, INC.,
a Tennessee corporation

By: J. L. Tobin
Jay L. Tobin,
Vice President
Date: June 24, 2004



December 15, 2014

VIA UPS OVERNIGHT

Maryland Commons LLC
P.O. Box 993
5203 Maryland Way, Suite 100
Brentwood, TN 37024-0993

Certified Article Number

7196 9008 9111 1848 3404

SENDERS RECORD

Re: Lease Agreement dated July 15, 2004 (the "Lease"), by and between Maryland Commons LLC ("Landlord"), and Chili's, Inc. ("Tenant"), relating to the Chili's Grill & Bar, located at 107 Creekside Crossing, Brentwood, Tennessee
Chili's Grill & Bar/Brentwood, TN (001.005.1048)

Dear Landlord:

Pursuant to the terms of the Lease, Tenant hereby gives Landlord written notice of Tenant's election to exercise its renewal option period for five (5) years beginning July 1, 2015, and ending June 30, 2020. Pursuant to the terms of the Lease, the monthly rental rate for the renewal period is Twelve Thousand One Hundred and No/100 Dollars (\$12,100.00).

If you have any questions regarding this matter, please call Donna Herr at 972/770-1207. Thank you for your attention to this matter.

CHILI'S, INC., a Tennessee corporation

By: 

Bryan D. McCrory, President

Copy: (via e-mail):
Denise Moore
Property Accounting Mailbox
Jennifer McDaniel
June Hayes

s:\legal\relsites\us\tnch\brentwood\renewal letter 2014.doc

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into this 5th day of December, 2019 (the "Effective Date"), by and between CHILI'S, INC., a Tennessee corporation (the "Assignor"), and BRINKER OPCO, LLC, a Virginia limited liability company (the "Assignee").

IN CONSIDERATION of the mutual undertakings and agreements contained in this Agreement and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. Assignment. Assignor hereby assigns to Assignee as of the Effective Date, all of Assignor's right, title and interest in and to that certain Lease Agreement, dated July 15, 2004 (the "Lease"), executed by and between Maryland Commons, LLC, as Landlord, and Assignor, as Tenant, for the lease of that certain parcel of land lying and being situated in Brentwood, Williamson County, Tennessee, as more particularly described therein.

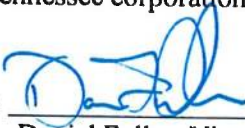
2. Assumption. Assignee hereby assumes all of Assignor's liabilities and obligations under the Lease, whether arising before or after the Effective Date, and agrees to perform and observe all of the covenants and conditions therein contained which are performable thereunder by Assignor.

3. Governing Law. The laws of the State of Tennessee shall govern the validity, construction, enforcement and interpretation of this Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement on the date or dates indicated below, to be effective as of the Effective Date.


ASSIGNOR:

CHILI'S, INC.,
a Tennessee corporation

By: 
Daniel Fuller, Vice President
Date: December 5, 2019

ASSIGNEE:

BRINKER OPCO, LLC
a Virginia limited liability company

By: 
Michele Bibb, President
Date: December 5, 2019



BRINKER
INTERNATIONAL

December 6, 2019

Certified Article Number

9414 7266 9904 2146 2630 16

SENDER'S RECORD

VIA U.P.S. &
CERTIFIED MAIL,
RETURN RECEIPT REQUESTED

Maryland Commons, LLC
PO Box 993
5203 Maryland Way, Suite 100
Brentwood, Tennessee 37024-0993

Re: Lease Agreement dated July 15, 2004 (the "Lease"), by and between Maryland Commons, LLC ("Landlord") and Brinker Opco, LLC ("Tenant") successor-in-interest to Chili's, Inc., relating to the Chili's Grill & Bar, located at 107 Creekside Crossing, Brentwood, Tennessee
Chili's Grill & Bar // Brentwood // TN // 001.005.1048

Dear Landlord:

Pursuant to the terms of the Lease, Tenant hereby gives Landlord written notice of Tenant's election to exercise its second renewal option period for five (5) years beginning July 1, 2020, and ending June 30, 2025. Pursuant to the terms of the Lease, the monthly rental rate for the renewal period is Thirteen Thousand Three Hundred Ten 00/100 Dollars (\$13,310.00).

If you have any questions regarding this matter, please call Adam Ray at 972/770-1207. Thank you for your attention to this matter.

Brinker Opco, LLC,
a Virginia limited liability company

By: Michele Bibb
Michele Bibb, President

Copy: (via e-mail):
Jennifer Hicks
Adam Ray
Property Accounting Mailbox
Stephanie Treadwell
June Hayes

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Brentwood Beer Board Agenda

Meeting Date: 01/14/2020

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Consideration of Holding Beer Law Violation Hearing - Brick's Cafe & Bistro, LLC, 330 Franklin Rd

Background

In an operation carried out by the Tennessee Alcoholic Beverage Commission, an underage informant purchased liquor at Brick's Cafe & Bistro, LLC on August 8, 2019. The employee who served the informant has been charged with a Class A misdemeanor.

Separately, the Brentwood Beer Board is empowered to take action against the restaurant for violating Tennessee law and/or the Brentwood Municipal Code.

State law provides that if the TABC *suspends or revokes* a license to sell alcoholic beverages (liquor), then it must notify the local beer board of its action. At that point in time, the beer board *may* schedule a hearing to consider whether it, too, will take action on such offense. We have recently learned that the TABC imposed a 28-day suspension of Brick's Café's liquor license which began Monday, October 14, 2019 and ended November 10, 2019. Because the TABC imposed a *suspension* to Brick's ABC license (rather than simply imposing a fine), the Beer Board may choose to proceed with scheduling a hearing to consider the imposition of its own penalty based on the violation.

Staff requests direction from the Beer Board as to whether a hearing for Brick's should be set.

Please contact the City Attorney if you have questions about this matter.

Staff recommendation

Attachments

Citation



TENNESSEE ALCOHOLIC BEVERAGE COMMISSION
500 James Robertson Pkwy, Davy Crockett Twr, 3rd Floor; Nashville, TN 37243-0755 PHONE: (615) 741-1602

13823



REGULATORY CITATION

THE NUMBER OF VIOLATIONS ON THIS REGULATORY CITATION IS (TOTAL) 2 (MAX. 5)

THE UNDERSIGNED BEING DULY SWORN UPON HIS/HER OATH DEPOSES THAT:

U.S.T.O.P.
CT 19-0374

ON THE 8 DAY OF Aug, 2019
PERMITEE: Bricks Cafe + Bistro ADDRESS: 330 Franklin Rd.
CITY: Brentwood TN COUNTY: Williamson ZIP: 37027 PHONE: 615-373-3399
PERMIT NUMBER: 1800164 EXPIRATION DATE: 4-20-20

AFORESAID DID THEN AND THERE COMMIT THE FOLLOWING OFFENSE(S):

- | | |
|---|---|
| <p>No. of Counts</p> <p><input checked="" type="checkbox"/> Sale of Alcoholic Beverage/Beer to Minor <u>\$1,500</u>
TCA§ 57-4-203(b)(1)(A) or (B); 57-3-406(d)</p> <p><input type="checkbox"/> Minor in Possession TCA§ 57-4-203(b)(2)(A) - <u>\$1,500</u></p> <p><input type="checkbox"/> Sell/Furnishing Alcoholic Beverage to Visibly <u>\$1,500</u>
Intoxicated Person TCA§57-4-203(c)(1); 57-3-406(c)</p> <p><input type="checkbox"/> Failure to Properly Display Permit in a Conspicuous Place
TABC Rule #0100-1-03(17) - <u>\$200.00</u></p> <p><input type="checkbox"/> Failure to Post "Pregnancy Warning" TCA§ 57-1-211 - <u>\$150.00</u></p> <p><input type="checkbox"/> Other _____</p> <p><input type="checkbox"/> Other _____</p> | <p>No. of Counts</p> <p><input checked="" type="checkbox"/> Employing Persons to Dispense Alcoholic Beverages W/O
a Permit TCA§ 57-4-203(h); 57-3-204(4)(c) - <u>\$150.00</u></p> <p><input type="checkbox"/> Failure to Timely Renew TCA§57-3-605 <u>\$150</u> (Non-Resident); 57-3-213(a)(b) - <u>\$350.00</u> (Retail), <u>\$150</u> (Winery or Direct Shipper); 57-4-201(a) - <u>\$350</u> (LBD) - (Circle One)</p> <p><input type="checkbox"/> On Premises Sale By Bottle Restricted Rule #0100-1-.03(8)
TCA§57-4-203(e)(1) - <u>\$250.00</u></p> <p><input type="checkbox"/> Hours of Sale Violation TCA§57-4-203(d); 57-3-406(e) Rule #0100-1-.03(2); 0100-03-.13(4) - <u>\$750.00</u></p> <p><input type="checkbox"/> Purchasing Alcoholic Beverages From Other Than A
Licensed Wholesaler TCA§57-3-404 et seq. - <u>\$300/bottle</u></p> <p><input type="checkbox"/> Other _____</p> <p><input type="checkbox"/> Other _____</p> |
|---|---|

NARRATIVE:

During a minor compliance check @ this location, the server Beverly Bowman sold a Long Island Ice Tea to an underage operative [redacted]. The server did check ID. SA Phillips witnessed the sale. Beverly Bowman server permit expired 8-7-19.

The undersigned further states that he/she has just and reasonable grounds to believe and does believe, that the person/establishment named above committed the offense(s) herein set forth, contrary to Law and/or Rule. This 8 day of Aug, 2019.

SPECIAL AGENT/REGULATORY OFFICER/ISSUING PERSONNEL

Contact 615-741-1602

NOTICE: This Regulatory Citation imposes a total civil penalty in the amount of \$ _____. If you choose to settle this Regulatory Citation without contesting the alleged violation(s), you are **REQUIRED** to pay the total civil penalty amount no later than twenty (20) calendar days from the citation date listed above. If you wish to contest this Regulatory Citation and the violation(s) contained therein you may do so by contacting ABC by phone at 615-741-1602 or by mail at the following address: 500 James Robertson Pkwy, Davy Crockett Tower, 3rd Floor, Nashville, TN 37243-0755, within 20 calendar days of receipt. This citation can only be satisfied by admitting to the violation and making payment, or by requesting a hearing by phone or mail. Failing to satisfy this citation may result in administrative penalties and/or costs being assessed against you, including the suspension and/or revocation of your TABC permit.

I understand the above notice, and my signature below is an acknowledgement of my understanding, and not an admission of guilt.

Signature of Recipient/Authorized Agent of Permittee

Date

Recipient's Name and Title (PRINT)

IF MAILED: Date Mailed: _____

Mailed by: Initials: _____

Printed Name: _____

ADMISSION OF GUILT:

I/we agree to settle this TABC Regulatory Citation with the admission of my/our guilt as to the violation(s) noted above and the payment of the total civil penalty imposed, as noted above, and in the amount of \$ _____ (by business check, cashier's check or money order [no personal checks or cash accepted]). Upon the plea of guilty as to the above noted violations I/we enter a plea of guilt hereby waiving any and all rights to a TABC administrative hearing and/or appeals.

Signature of Authorized Agent of Permittee or Permittee

Date

Authorized Agent of Permittee or Permittee's Name and Title (PRINT)

STATE OF TENNESSEE UNIFORM CITATION

No. 2402

COURT DATE

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AGENCY

TABC

ID NO.

TN0191800

COMPLAINT - AFFIDAVIT

☐ DOS☐ PD☐ SO☒ OTHER

VIOLATOR

THE UNDERSIGNED BEING DULY SWORN UPON HIS OATH DEPOSES

NAME (FIRST) BEVELLY (MIDDLE) LYNN (LAST) BOWMAN

ADDRESS 601 COLLEGE STREET

CITY PORTLAND

DR [REDACTED]

CLASS/TYPE LICENSE

D

STATE TN

STATE TN

ZIP CODE

37148

EXPIRATION DATE

MO DAY YR

10 05 24

DATE OF BIRTH [REDACTED] RACE W SEX F

SEAT BELT?

☒ YES ☐ NO ☐ YES ☐ NO

VEHICLE

☐ OWNED ☐ LEASED☐ CARRIER

ADDRESS

☐ MC ☐ CMV ☐ HAZ☐ ACCIDENT ☐ MAT

DID UNLAWFULLY OPERATE/PARK A MOTOR VEHICLE:

MAKE MODEL YEAR COLOR LICENSE PLATE NUMBER STATE YEAR

LOCALE

UPON STREET/HIGHWAY

S R #

TRAVEL DIR

M M #

CITY/COUNTY

HIGHWAY TYPE

AREA ☐ BUSINESS☐ N ☐ S ☐ E ☐ W

BRENTWOOD / WASHINGTON

☐ 3-L ☐ 4-L ☐ DIV ☐ I-RD

AFORESAID DID THEN AND THERE COMMIT THE FOLLOWING OFFENSE

01 ☐ SPEEDING MPH IN SPEED LIMIT ☐ ZONE ☐ PACING ☐ RADAR ☐ OTHER 591 ☐ OVERWEIGHT AXLE02 ☐ RECKLESS DRIVING 20 ☐ DUI BAC 103 ☐ REGISTRATION LAW03 ☐ TRAFFIC CONTROL DEVICE 22 ☐ REV/SUS/CAN DL 393 ☐ CHILD RESTRAINT☐ OTHER

T.C.A. 57-4-203

ORDINANCE: SAME TO MINOR

NARRATIVE

ON AUGUST 8 2019, BEVELLY LYNN BOWMAN, A SERVER AT BREK'S CAFE IN BRENTWOOD, TN, SERVED A LONG ISLAND ICE TEA TO AN UNDER 21 YOA MINOR DURING MINOR COMPLIANCE CHECKS CONDUCTED IN BRENTWOOD. THE MINOR'S ID WAS CHECKED. THE SKE WAS OBSERVED BY SPECIAL AGENT JOSEPH PHILLIPS.

OFFICER

THE UNDERSIGNED FURTHER STATES THAT HE/SHE HAS JUST AND REASONABLE GROUNDS TO BELIEVE AND DOES BELIEVE, THAT THE PERSON NAMED ABOVE COMMITTED THE OFFENSE HEREIN SET FORTH, CONTRARY TO LAW.

THIS 8 DAY OF August 20 19 TIME 1814 ☐ AM ☒ PM RANK 3A OFFICER NAME (PRINT) JONATHAN SWEET BADGE/ID NO. 137

HAVING BEEN DULY SWORN, I DO HEREBY ATTEST THAT THE ABOVE IS A TRUE AND COMPLETE COPY OF THE ORIGINAL CITATION, AND THAT THE INFORMATION CONTAINED THEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 9th DAY August 20 19 YOU ARE THEREFORE, COMMANDED, IN THE NAME OF THE STATE FOREWITH TO ARREST AND BRING THIS PERSON BEFORE ME, OR SOME OTHER MAGISTRATE OF THE COUNTY TO ANSWER THE ABOVE CHARGE

SIGNATURE OF OFFICER

JUDGE/CLERK/MAGISTRATE FOR

COUNTY Wmsn

COURT

1 ☒ GENERAL SESSIONS COURT OF Wmsn COUNTY NO. IN THE CITY OF Franklin NO.2 ☐ JUVENILE COURTCOURT ON WED THE 28 DAY OF August 20 19 TIME 0830 ☐ AM ☒ PM

NOTICE: FAILURE TO APPEAR IN COURT ON THE DATE ASSIGNED BY THIS CITATION OR AT THE APPROPRIATE POLICE STATION FOR BOOKING AND PROCESSING WILL RESULT IN YOUR ARREST FOR A SEPARATE CRIMINAL OFFENSE WHICH IS PUNISHABLE BY A JAIL SENTENCE OF ELEVEN(11) MONTHS AND TWENTY-NINE (29) DAYS AND/OR A FINE OF UP TO TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500).

I UNDERSTAND THE ABOVE NOTICE, AND THAT MY SIGNATURE IS NOT AN ADMISSION OF GUILT.

VIOLATOR'S SIGNATURE

D. Bowman

COURT COPY