



**Agenda for the Meeting of Brentwood Beer Board
Monday, June 14, 2021 - 6:45 pm
Brentwood City Hall**

Call to Order by Mayor
Roll Call

Approval of Minutes

February 8, 2021

New Business

1. Request of TGS BWD, LLC for an on-premises beer permit for The Golf Sanctuary Brentwood, 8114 Isabella Lane (new business)
2. Other new business

Kirk Bednar
City Manager

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

Brentwood Beer Board Agenda

Meeting Date: 06/14/2021

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Approval or correction of minutes from the February 8, 2021 meeting

Background

Staff recommendation

Attachments

Draft Minutes

DRAFT

MINUTES OF MEETING OF BRENTWOOD BEER BOARD

BRENTWOOD, TENNESSEE

The Brentwood Beer Board met on Monday, February 8, 2021 at 6:45 pm at Brentwood City Hall.

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

Staff City Manager Kirk Bednar (electronically); Assistant City Manager Jay Evans

Present: (electronically); City Attorney Kristen Corn (electronically); City Recorder Holly Earls (electronically)

Mayor Little stated the following:

"As you may know, Governor Bill Lee issued Executive Order 16 on March 16 and extended its provisions by Executive Order 34 on May 6, Executive Order 51 on June 29, Executive Order 60 on August 28, Executive Order 65 on October 28, and Executive Order 71 on December 22. These Orders were issued to ensure that government continues to function openly and transparently during the COVID-19 emergency while taking appropriate measures to protect the health and safety of citizens and government officials. In his Orders, Governor Lee emphasized that in the interest of limiting the community spread of COVID-19, private and governmental entities of all types should eliminate large public gatherings and conduct business remotely by electronic means to the greatest extent possible. The Orders provide that governments may meet to conduct essential business by electronic means when the governing body determines that doing so is necessary to protect citizens. Sadly, COVID-19 continues to spread across the state and Williamson County. Therefore, the City has determined that in the interest of protecting the health, safety, and welfare of Tennesseans and the citizens of Brentwood, it is necessary for the Beer Board to meet partially electronically rather than in-person. We have posted the link for public viewing on the City's website and social media pages, and we have disseminated the same to the media.

Is there any objection by the Board? Seeing none, we will proceed with our meeting in accordance with the State of Tennessee Governor's Executive Orders Number 16, 34, 51, 60, 65, and 71."

Approval of Minutes

December 14, 2020

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

Vote: 7 - 0 Approved - Unanimously

New Business

Request of Sonesta International Hotels Corporation for an on and off premises beer permit for Sonesta ES Suites Nashville Brentwood, 206 Ward Circle (new business)

Moved by Commissioner Mark Gorman (electronically) for approval, seconded by Mayor Rhea Little (electronically)

Vote: 7 - 0 Approved - Unanimously

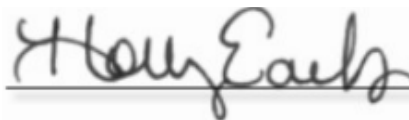
Request of AA Singto, Inc. for an on-premises beer permit for Thai Esane, 203 Franklin Road, Ste 100 (new business)

Moved by Commissioner Mark Gorman (electronically) for approval, seconded by Mayor Rhea Little (electronically)

Vote: 7 - 0 Approved - Unanimously

With no further business, the meeting adjourned at 6:55 pm.

APPROVED _____



Holly Earls, City Recorder

Brentwood Beer Board Agenda

Meeting Date: 06/14/2021

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Request of TGS BWD, LLC for an on-premises beer permit for The Golf Sanctuary Brentwood, 8114 Isabella Lane (new business)

Background

TGS BWD, LLC has requested an on-premises beer sales permit for The Golf Sanctuary Brentwood located at 8114 Isabella Lane. The application is for a new business.

Staff recommendation

N/A

Attachments

Application

Additional Material with Application



CITY OF BRENTWOOD BEER BOARD

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:

1. TGS BWD LLC
NAME OF APPLICANT AND TYPE OF OWNERSHIP (EX: INDIVIDUAL, CORPORATION, LLC, SOLE PROPRIETORSHIP OR PARTNERSHIP)
Tennessee; 11/30/20
IF CORPORATION, LLC, LP, LLP, LIST PLACE & DATE INCORPORATED / REGISTERED WITH SEC. OF STATE
2. APPLICANT CONTACT INFORMATION: (615) 202-4790 billy@billybrown.me
PHONE NUMBER EMAIL
3. The Golf Sanctuary Brentwood
BUSINESS OR EVENT NAME (this is the name that will appear on the Beer Permit)
4. 8114 Isabella Lane, Brentwood, TN 37027
BUSINESS ADDRESS OR ADDRESS OF EVENT FOR WHICH A PERMIT IS SOUGHT
5. BUSINESS PHONE NUMBER(S): (615) 202-4790
6. Technology-based indoor golf and event center
DESCRIBE THE TYPE OF BUSINESS YOU WILL OPERATE (EX: Bar, Restaurant, Convenience Market, Special Event)
7. REASON FOR PERMIT: (CHECK THE BOX THAT APPLIES)

<input checked="" type="checkbox"/> NEW BUSINESS	<input type="checkbox"/> CHANGE IN LOCATION OF BUSINESS	<input 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: _____

*SPECIAL EVENTS REQUIRE AN AUTHORIZATION LETTER GRANTING PERMISSION FROM THE PROPERTY OWNER TO BE SUBMITTED WITH THE APPLICATION.
8. IDENTIFY EACH AREA TO BE COVERED UNDER THIS BEER PERMIT (patio, deck, etc.)
Indoor area
9. PROPERTY OWNER (OR LANDLORD/LESSOR): Mason Partners, LLC
NAME
8110 Wikle Road East, Brentwood, TN 37027
ADDRESS
(615) 373-8787 1/1/26
PHONE NUMBER & EMAIL ADDRESS LEASE EXPIRATION DATE

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

NAME (FIRST, MIDDLE, LAST)	TITLE & PERCENTAGE OF OWNERSHIP	ADDRESS (INCLUDE CITY, STATE AND ZIP)	CONTACT INFORMATION (PHONE AND EMAIL)
a. The Golf Sanctuary, LLC	Member	155 Franklin Road, Suite 160	(615) 202-4790
	95%	Brentwood, TN 37027	billy@billybrown.me
b. Michael Avery Shinn	Member	2612 Paddock Place	(615) 308-5071
	5%	Thompson Station, TN 37179	michael@mygolfsanctuary.com
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. William Roy Brown	Manager	155 Franklin Road, Suite 160	(615) 202-4790
		Brentwood, TN 37027	billy@billybrown.me
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. n/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: n/a

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: n/a

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: n/a

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: n/a

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.

Michael Shinn

8114 Isabella Lane

Brentwood, TN 37027

NAME

STREET ADDRESS

CITY, STATE & ZIP

(615) 308-5071

michael@mygolfsanctuary.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.

All employees, all managers and the owner are trained to confirm the age of patrons that appear to be

under the age of 40

21. NAME AND CONTACT INFORMATION FOR REPRESENTATIVE TO RECEIVE THE ANNUAL TAX NOTICE AND ANY OTHER COMMUNICATIONS FROM THE BRENTWOOD BEER BOARD.

Billy Brown

155 Franklin Road, Suite 160 Brentwood, TN 37027

NAME

STREET ADDRESS

CITY, STATE & ZIP

(615) 202-4790

billy@billybrown.me

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).

TGS BWD LLC

By: [Signature]
SIGNATURE William Roy Brown, Manager

Manager
TITLE (IF OTHER THAN AN INDIVIDUAL)

SWORN TO AND SUBSCRIBED TO BEFORE ME THIS 13 DAY OF May, 2021.

[Signature]
NOTARY PUBLIC



1/3/22
COMMISSION EXPIRES

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

DATE RECEIVED: 5 / 24 / 21

RECEIPT #: 47-1325

BEER BOARD MEETING DATE: / / @ 6:45 PM

PERMIT #:

RECEIVED THE FOLLOWING FROM APPLICANT:

☒ COMPLETED AND NOTARIZED APPLICATION

☒ \$250 APPLICATION FEE

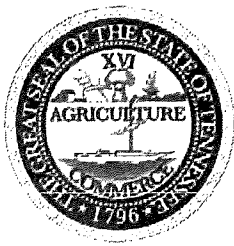
 SALES TAX REGISTRATION CERTIFICATE

N/A IF SPECIAL EVENT, AUTHORIZATION LETTER FROM PROPERTY OWNER

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THE APPLICANT'S BEER PERMIT.

[Signature]
CITY OF BRENTWOOD EMPLOYEE SIGNATURE

5 / 24 / 21
DATE



STATE OF TENNESSEE
ALCOHOLIC BEVERAGE COMMISSION

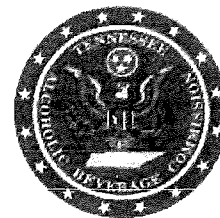
Davy Crockett Tower
500 James Robertson Parkway, 3rd Floor
Nashville, TN 37243
615-741-1602

www.tn.gov/abc

4420 Whittle Springs Road
Knoxville, TN 37917
865-594-6342

170 North Main, 11th Floor
Memphis, TN 38103-1877
901-543-7284

540 McCallie Avenue, Suite 341
Chattanooga, TN 37402-2055
423-634-6434



List of Corporate Stockholders and Officers/LLC Members

I hereby certify the following to be the current stockholders and officers of:

TGS BWD LLC

Name of Corporation or LLC

NAME	TITLE	ACTUAL NUMBER OF SHARES	PERCENTAGE OF OWNERSHIP
The Golf Sanctuary, LLC	Member		95%
Michael Avery Shinn	Member		5%

William Roy Brown, Manager
Print Name, Corporate Officer


Signature, Corporate Officer

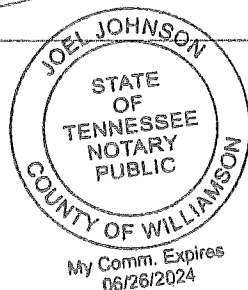
5-17-21
Date

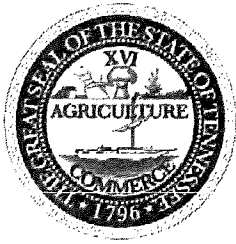
-0-
Number of shares not issued by
The Corporation or LLC

Subscribed and sworn before me this 18th day of May, 2021


Signature of Notary Public

6-86, 2024
My Commission Expires





STATE OF TENNESSEE
ALCOHOLIC BEVERAGE COMMISSION

Davy Crockett Tower
500 James Robertson Parkway, 3rd Floor
Nashville, TN 37243
615-741-1602

www.tn.gov/abc

4420 Whittle Springs Road
Knoxville, TN 37917
865-594-6342

170 North Main, 11th Floor
Memphis, TN 38103-1877
901-543-7284

540 McCallie Avenue, Suite 341
Chattanooga, TN 37402-2055
423-634-6434



List of Corporate Stockholders and Officers/LLC Members

I hereby certify the following to be the current stockholders and officers of:

The Golf Sanctuary, LLC

Name of Corporation or LLC

NAME	TITLE	ACTUAL NUMBER OF SHARES	PERCENTAGE OF OWNERSHIP
William Roy Brown	Member		100%

William Roy Brown, Manager
Print Name, Corporate Officer


Signature, Corporate Officer

5-17-21
Date

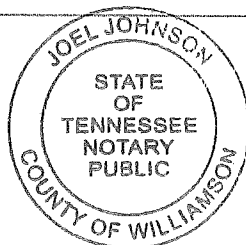
-0-
Number of shares not issued by
The Corporation or LLC

Subscribed and sworn before me this 18th day of May, 2021


Signature of Notary Public

6-26, 2024
My Commission Expires

AB-0099 (rev 4/13)



My Comm. Expires
06/26/2024

RDA 2116

SUMMARY OF BASIC LEASE INFORMATION

This Summary (the "Summary") is hereby incorporated into and made a part of the attached Lease (this Summary and the Lease to be known collectively as the "Lease"). Each reference in the Lease to any term of this Summary shall have the meaning as set forth in this Summary. In the event of a conflict between the terms of this Summary and the Lease, the terms of the Lease shall prevail. Any capitalized terms used herein and not otherwise defined herein shall have the meaning as set forth in the Lease.

1. **Effective & Commencement Date:** January 1, 2021
2. **Landlord:** Mason Partners, LLC, a Tennessee limited liability company
3. **Address of Landlord:** 8114 Isabella Lane
Brentwood, TN 37027
4. **Tenant:** TGS Bwd LLC d/b/a The Golf Sanctuary
5. **Address of Tenant:** 155 Franklin Rd Suite 160 Brentwood TN 37027
6. **Premises:** Premises is the Building containing approximately 7,910 finished rentable square feet as shown on Exhibit A.
7. **Building:** The Premises is located at 8114 Isabella Lane, Brentwood, TN 37027 (the "Building") and located on the real property described on Exhibit B (the "Property"). The Property, the Building and any other improvements on the Property are herein referred to as the "Project".
8. **Term:** Sixty (60) months
9. **Renewal Terms:** Two (2) additional successive three (3) year periods.
10. **Rent Commencement Date:** The date that is the first (1st) day of the sixth (6th) month of the Lease Term. The 1st month's rent is payable upon Commencement Date
11. **Base Rent:**

Months	Per Sq Foot	Annual Minimum Rent	Monthly Installment
1 thru 6		\$ -	\$ -
7 thru 12	\$ 17.00	\$ 134,470.00	\$ 11,205.83
13 thru 24	\$ 17.51	\$ 138,504.10	\$ 11,542.01
25 thru 36	\$ 18.04	\$ 142,696.40	\$ 11,891.37
37 thru 48	\$ 18.58	\$ 146,967.80	\$ 12,247.32
49 thru 60	\$ 19.13	\$ 151,318.30	\$ 12,609.86
12. **Security Deposit:** Equivalent to first month's base rent.
13. **Permitted Use:** members only entertainment, virtual golf, and meeting space
14. **Brokers:** NAI NASHVILLE – Trey Kirby
15. **Addenda and Exhibits:** The addenda and exhibits listed below are incorporated by reference in this Lease.

Exhibit A

Exhibit B

Site Plan

Legal Description

LEASE

THIS LEASE (the "Lease") is made effective as of the Effective Date by and between Landlord and Tenant.

ARTICLE 1. LEASE OF PREMISES

In consideration of the Rent and the provisions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises. In addition, Tenant shall have the exclusive right (unless otherwise provided herein) in common with Landlord, to use the Common Areas. Landlord shall have the right to eliminate or change the size, location and arrangement of the Common Areas; to enter into, modify and terminate easements and other agreements pertaining to the use and maintenance of the Common Areas; to close all or any portion of the Common Areas as may be necessary to prevent a dedication thereof or the accrual of any rights to any person or to the public therein; to close temporarily any or all portions of the Common Areas; and to do and perform such other acts in and to the Common Areas as Landlord shall determine to be advisable for the convenience and use thereof by owners, occupants, tenants and invitees of the Building. Tenant shall have exclusive use of 8114 Isabella which includes both building and entire property.

ARTICLE 2. DEFINITIONS

As used in this Lease, the following terms shall have the following definitions:

2.1 Additional Rent. All costs and expenses that Tenant assumes or agrees to pay to Landlord under this Lease other than Base Rent.

2.2 Affiliate. An entity that is controlled by, controls, or is under common control with a party. "Control" shall mean the ownership, directly or indirectly, of at least fifty-one percent (51%) of the voting securities of, or possession of the right to vote, in the ordinary direction of its affairs, of at least fifty-one percent (51%) of the voting interest in any entity.

2.3 Building Structure. The Building's roof, foundation and structural members of exterior walls.

2.4 Business Days. Days other than Saturdays, Sundays and federally observed holidays, including New Year's Day, President's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. If any item must be accomplished or delivered hereunder on a day that is not a Business Day, it shall be timely to accomplish or deliver the same on the next following Business Day.

2.5 Common Areas. Unrestricted parking areas, entrances, exits, driveways and walkways, loading facilities, terraces and landscaped areas in and around the Building, and other generally understood public or common areas in the Project.

2.6 Environmental Laws. All federal, state and local laws, ordinances, regulations, and standards regulating or controlling hazardous wastes or hazardous substances, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. 9601, et seq.; the Hazardous Material Transportation Act, 49 U.S.C. 1801 et seq.; and the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq.

2.7 Hazardous Materials. Any hazardous waste or hazardous substance as defined in any federal, state, county, municipal, or local statute, ordinance, rule, or regulation applicable to the Project, including, without limitation, the Environmental Laws. "Hazardous Materials" shall also include asbestos or asbestos-containing materials, radon gas, petroleum or petroleum fractions, urea formaldehyde foam insulation, transformers containing levels of polychlorinated biphenyls greater than 50 parts per million, medical waste, electromagnetic fields, mold and chemicals known to cause cancer or reproductive toxicity, whether or not defined as a hazardous waste or hazardous substance in any statute, ordinance, rule or regulation.

2.8 Interest Rate. The average prime loan rate published by the board of governors of the Federal Reserve System of the United States, as the same may change from time to time, plus four percent (4%) per annum not to exceed seven and one half percent (7.5%), but not in excess of the maximum rate, if any, allowed by Law for the transaction on which interest is being calculated.

- 2.9 Landlord Related Parties. Landlord, Landlord's Affiliates, and the members, principals, beneficiaries, partners, trustees, shareholders, directors, officers, employees, mortgagees, investment managers, attorneys, and agents of Landlord and Landlord's Affiliates, and the successors of such parties.
- 2.10 Law or Laws. All federal, state, county and local governmental and municipal laws, statutes, ordinances, rules, regulations, requirements, codes, decrees, orders, and decisions by courts and cases, when the decisions are considered binding precedent in the State, and decisions of federal courts applying the Law of the State; including but not limited to The Americans With Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and any regulations and guidelines promulgated thereunder, as all of the same may be amended and supplemented from time to time.
- 2.11 Lease Year. Each twelve (12) month period or portion thereof during the Term, commencing with the Commencement Date, without regard to calendar years.
- 2.12 Mortgages. All present and future ground or underlying leases of the Project and any mortgages, deeds to secure debt or trust deeds, now or hereafter in force against the Project or the Building, and all renewals, extensions, modifications, consolidations and replacements thereof.
- 2.13 Mortgagee. The lessor or holder, as applicable, of any Mortgage.
- 2.14 Project. The Property, the Building and any other improvements on the Property.
- 2.15 Rent. Base Rent and Additional Rent.
- 2.16 State. The state in which the Project is located.
- 2.17 Taxes. Real property taxes or assessments levied or assessed against the Building or Project.
- 2.18 Tenant Related Parties. Tenant, its agents, contractors, subcontractors, employees, invitees, subtenants, transferees, and any other party claiming by, through or under Tenant.
- 2.19 Tenant's Property. All movable partitions, business and trade fixtures, machinery and equipment, communications equipment, and office equipment located in the Premises and acquired by or for the account of Tenant, without expense to Landlord, that can be removed without damage to the Building, and all furniture, furnishings, and other articles of movable personal property owned by Tenant and located in the Premises.
- 2.20 Term. As set forth on the Lease Summary, as the same may be renewed and/or extended from time to time.
- 2.21 Transfer. An assignment, mortgage, pledge, hypothecation, encumbrance, lien or other transfer of this Lease or any interest hereunder, a transfer by operation of law, a sublease of the Premises or any part thereof, or the use of the Premises by any party other than Tenant and its employees. "Transfer" shall also include a change in control of any ownership interest in Tenant, if Tenant is an entity.
- 2.22 Transferee. Any person to whom any Transfer is made.

ARTICLE 3. PREMISES AND DELIVERY OF POSSESSION; RENEWAL TERMS

- 3.1 Delivery of Possession; Size of Premises. Landlord shall deliver possession of the Premises on the Commencement Date. Tenant shall accept the Premises in its "as is" condition as of such date. If for any reason, Landlord is delayed in delivering possession of the Premises to Tenant, Landlord shall not be subject to any liability for such failure, and the validity of this Lease shall not be impaired, but (except in the case of delays caused by Tenant) the Commencement Date and the Expiration Date shall be extended for the period of such delay. The Rentable Area of the Premises will be deemed for all purposes to be as set forth on the Lease Summary.
- 3.2 Renewal Terms. Provided that Tenant has fully complied with all the terms set forth in this Lease and is not then in default, Tenant shall have two (2) options to renew this Lease for a period of three (3) years each, upon the expiration of the initial Term or the first Renewal Term, as the case may be, provided that Tenant gives written notice of its intention

to Landlord at least one hundred and eighty (180) days prior to the expiration of the initial Term or the first Renewal Term, as the case may be. Said renewal terms shall be upon the same terms and conditions as are contained in this Lease except the Rent which shall be as set forth in the Summary and the upstairs pursuant to 4.2 below.

ARTICLE 4. RENT

Tenant agrees to pay to Landlord all Rent payable hereunder, without set-off or deduction, in lawful money of the United States of America. Tenant shall pay the Rent as follows:

4.1 Base Rent. Tenant shall pay to Landlord the Base Rent without notice or demand, in installments due and payable in advance on the first day of each calendar month during the Term. Tenant shall have the option to pay Base Rent and any Additional Rent by electronic funds transfers (EFT). Along with and in addition to each monthly Base Rent payment under this Lease, Tenant shall pay to Landlord the sales or privilege tax required under applicable Law. In the event of any fractional calendar month, Tenant shall pay for each day in such partial month a rental equal to 1/30 of the Base Rent. Concurrent with the execution of this Lease, Tenant will deliver to Landlord the first month's Base Rent. All Rent shall be paid at the office of Landlord set forth on the Lease Summary or at such other place as Landlord may designate.

4.2 Additional Rent. Commencing upon the Commencement Date and continuing throughout the entire Lease Term, Tenant shall pay to Landlord Taxes, Insurance and/or the reasonable expenses, costs and accruals of every kind and nature incurred in connection with the operation, management, maintenance and repair of the Project ("Operating Expenses")(Landlord shall supply itemized breakdown of "Operating Expense" prior to signing of the lease) in any given Lease Year, as Additional Rent, in monthly installments of one-twelfth (1/12th) of Landlord's estimate of the Additional Rent due in any calendar year commencing on the Commencement Date and continuing on the first day of each successive month during the Term. Landlord may, from time to time, make reasonable adjustments in its estimate of Additional Rent, however, any adjustments shall not be more than a 3% increase of previous year. Subsequent Additional Rent deposits by Tenant for such year shall be based on the revised estimate of Additional Rent. Within sixty (60) days of the end of the calendar year for which estimates of Additional Rent were made, actual Additional Rent due for such year shall be calculated by Landlord's accountant with CPA certification and sent to Tenant. If actual Additional Rent exceeds the deposits paid by Tenant based on Landlord's estimates, Landlord shall bill Tenant for the excess amount and Tenant shall pay to Landlord said amount within thirty (30) days of receipt of such billing. If Tenant's actual Additional Rent is less than the deposits paid by Tenant based on Landlord's estimate thereof, Tenant shall, at the option of Landlord, be paid such excess amount or be given a credit for the excess amount against the next Additional Rent deposit due for the subsequent year (unless the year for which such excess amount in favor of Tenant has accrued is the final year of the Term, in which case Tenant shall be paid any such excess amount). If the Term commences on any day other than the first day of January, or if the Term ends on any day other than the last day of December, any Additional Rent due to Landlord shall be pro-rated, based on a 365 day year. Upon expiration or termination of this Lease, Tenant shall pay such pro-rated amount within thirty (30) days of receipt of such billing. This covenant shall survive the expiration or termination of this Lease

Additionally, Tenant shall pay to Landlord a flat fee of One Thousand Two Hundred Dollars (\$1,200) per month for the Term of this Lease and any additional Terms or hold-over periods for access and use of the unfinished upstairs of the Building. This payment for the upstairs of the Building shall increase by three (3) percent each lease year

4.3 Other Taxes Payable by Tenant. In addition to the Base Rent and any other charges to be paid by Tenant hereunder, Tenant shall pay such taxes reasonably attributable to (a) the cost or value of Tenant's equipment, furniture, fixtures, and other personal property located at the Premises, or the cost or value of any leasehold improvements made in or to the Premises by or for Tenant, regardless of whether title to such improvements is held by Tenant or Landlord; or (b) this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises, including but not limited to any sales tax on the Rent paid hereunder (specifically excluding Landlord's income taxes).

4.4 Interest and Late Charges. If Tenant fails to pay any Rent when due, the unpaid amounts shall bear interest at the Interest Rate. In addition to interest, if any such payment is not received by Landlord within ten (10) business days from when due, to compensate Landlord for its administrative and collection costs and processing and accounting expenses, the exact amount of which is extremely difficult to ascertain, Tenant shall pay Landlord a late charge equal to

five percent (5%) of such payment. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for loss resulting from Tenant's nonpayment.

ARTICLE 5. SECURITY DEPOSIT

Upon Tenant's execution of this Lease, Tenant shall deposit with Landlord the Security Deposit, as shown on the Lease Summary, as security for the prompt, full, and faithful performance by Tenant of the terms and provisions of this Lease. In the event that Tenant is in Default hereunder, or in the event that Tenant owes any amounts to Landlord upon the expiration of this Lease, Landlord may use or apply the whole or any part of the Security Deposit for the payment of Tenant's obligations hereunder. The use or application of the Security Deposit or any portion thereof shall not prevent Landlord from exercising any other right or remedy provided hereunder or under any Law and shall not be construed as liquidated damages. Landlord shall not be required to keep the Security Deposit separate from Landlord's general funds or pay interest on the Security Deposit. Provided Tenant has performed all of its obligations under this Lease, any remaining portion of the Security Deposit shall be returned to Tenant within thirty (30) days subsequent to the Expiration Date. No trust or fiduciary relationship is created herein between Landlord and Tenant with respect to the Security Deposit. If Landlord transfers the Premises during the Term of this Lease, and requirements for section 28.19 First Right of Refusal have been met Landlord must transfer the Security Deposit to Landlord's successor-in-interest; in which event the transferring Landlord shall be released from all liability for the return of the Security Deposit.

ARTICLE 6. USE

Tenant shall use the Premises solely for the Permitted Use, and for no other purpose without Landlord's prior written consent, which will not be unreasonably withheld. Tenant shall have the right to obtain a beer and/or wine license for the sale of beer and/or wine at the Premises at Tenant's expense in addition to ancillary product sales. Tenant shall comply with all recorded covenants, conditions, and restrictions, and the provisions of all ground or underlying leases, now or hereafter affecting the Project. Tenant shall not (a) do or permit anything to be done in or about the Premises that would in any way obstruct or interfere with the rights of other tenants or occupants of the Building or Project or violate any restrictions or exclusive uses set forth in any other tenants' leases; (b) injure, annoy or interfere with the business of any other tenants or occupants of the Project or any of their invitees; (c) cause, maintain, or permit any nuisance in, or about the Premises; or (d) commit or suffer to be committed any waste in or upon the Premises, the Building or the Project. Tenant shall not use or occupy the Premises in violation of any Law or the certificate of occupancy issued for the Building or the Project and shall, upon notice from Landlord, immediately discontinue any use of the Premises that is declared by any governmental authority having jurisdiction to be a violation of Law or the certificate of occupancy. Tenant shall not do or permit to be done anything that will invalidate or increase the cost of any property coverage, or other insurance policy covering the Building, the Project or any property located therein. Tenant shall promptly, upon demand, reimburse Landlord for any additional premium charged for such policy by reason of Tenant's failure to comply with the provisions of this Section. Tenant will instruct its employees to occupy and use only the Premises.

PERMIT CONTINGENCY. Tenant may terminate the lease if it is unable to obtain, within forty-five (45) days after the date of the lease, all permits, variances, and other governmental approvals needed for lawful construction and operation of its intended use of the Premises. So long as Tenant diligently pursues all permits, variances, and approvals, Tenant may extend this date until the responsible authority has made a final decision and all appeals are exhausted, except that the extension may not exceed 30 additional days. Tenant will apply for and pursue legally-required and standard permits, licenses, and other governmental approvals and, at its option, may apply for and pursue such other permits, licenses, and other governmental approvals (e.g., variances) as it deems appropriate. Landlord will cooperate with Tenant in procuring permits, licenses, variances, and other governmental approvals and will execute any necessary applications.

ARTICLE 7. HAZARDOUS MATERIALS

Tenant shall indemnify, defend and hold harmless all Landlord Related Parties from and against all claims, suits, demands, response costs, contribution costs, liabilities, losses, or damages (including, without limitation, reasonable attorneys' fees), directly or indirectly arising out of the existence, use, generation, migration, storage, transportation, release, threatened release, or disposal of Hazardous Materials in, on, or under the Premises, the Building or the Project or in the groundwater under the Project and the migration or transportation of Hazardous Materials to or from the Premises, the Building or the Project or the groundwater underlying the Project, to the extent that any of the foregoing is caused by any Tenant Related Parties. This indemnity extends to the costs incurred by any Landlord Related Party to repair, clean-up, dispose of, or remove such Hazardous Materials in order to comply with the Environmental Laws. Tenant shall not permit

any Tenant Related Parties to use, generate, manufacture, store, transport, release, threaten release, or dispose of Hazardous Materials in, on, or about the Premises, the Building or the Project or transport Hazardous Materials from the Premises, the Building or the Project, and shall not cause or permit the release or disposal of Hazardous Materials from the Premises, the Building or the Project except in compliance with applicable Environmental Laws.

ARTICLE 8. UTILITIES

Tenant shall obtain and pay for all gas, electricity, heat, telephone, sewer, , and other utilities and services used at the Premises ("Utilities"), together with all taxes, penalties, maintenance charges and surcharges, pertaining thereto. No failure, delay or diminution in Utilities shall ever be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Premises or relieve Tenant from paying Rent or performing any of its obligations under this Lease. Furthermore, Landlord shall not be liable under any circumstances for loss of, or injury to, property or for injury to, or interference with, Tenant's business, including, without limitation, loss of profits, however occurring, through or in connection with or incidental to a failure of Utilities.

ARTICLE 9. CONDITION OF THE PREMISES

Tenant acknowledges that Tenant is leasing the Premises on an "as is, where is" basis with the exception of Landlord arranging a cleaning service within thirty (30) days of execution of the lease. Tenant's taking possession of the Premises shall be deemed conclusive evidence that, as of the date of taking possession, the Premises were in good order and satisfactory condition. Tenant acknowledges and agrees that Landlord has made no representation or warranty as to whether the Premises, the Building or the Project conforms to their requirements or the requirements of Law. No promise of Landlord to alter, remodel, repair, or improve the Premises, the Building or the Project, and no representation, express or implied, respecting any matter or thing relating to the Premises, the Building, the Project or this Lease (including, without limitation, the condition thereof) have been made to Tenant by Landlord.

ARTICLE 10. REPAIRS AND MAINTENANCE.

10.1 **Landlord's Obligations.** Landlord shall be responsible for maintaining and repairing the foundation, structure, roof and exterior walls of the Project; the foregoing obligations shall not be considered Operating Expenses, and shall not be reimbursed by Tenant, except as set forth in Section 10.3. Landlord shall also be responsible for parking lot maintenance/repair, within the Project and such charges shall be considered Operating Expenses. Additionally, Landlord will deliver the existing HVAC(s) in good, working condition. If existing HVAC equipment is deemed to be in poor condition and requires full replacement in Landlord's reasonable discretion, then Landlord, at Landlord's sole expense, shall replace the HVAC systems with adequate tonnage for Tenant's intended use of the existing equipment. If Landlord does not need to replace the existing HVAC system, Landlord will warrant the HVAC for a period of six (6) months from Rent Commencement. After the six (6) month period, Landlord shall pay for existing HVAC repairs and replacements in excess of \$500 per occurrence during the term of the lease and any extensions thereto. Additionally, Landlord will pay guarantee the water heater to be in working order as of the Effective Date, and any plumbing repairs during the first twelve months of the delivery of the Premises.

10.2 **Tenant's Obligations.** Tenant Shall be responsible for Snow Removal and Landscaping. Tenant is responsible for maintaining, repairing and replacing all interior and exterior non-structural portions of the Premises (including windows) and underlying land in good and clean order, including, but not limited to, the mechanical, electrical, and plumbing systems serving the Premises not otherwise mentioned. Tenant shall carry service contracts on the existing HVAC systems serving the Premises providing quarterly maintenance. Tenant shall be responsible for installing any new HVAC systems needed for Tenant's use of the warehouse space, and shall be responsible for all maintenance on said systems. Tenant shall observe such maintenance procedures as are necessary to keep the Premises in top repair. Tenant shall contract with, at its own cost and expense, a reputable service contractor for the maintenance at least semi-annually and repair of the heating, ventilating and air conditioning equipment servicing the Premises, keep such contract in full force and effect during the Term hereof, and provide Landlord with copies of service or maintenance contracts entered into with such contractor. Tenant shall also maintain, repair and replace all of Tenant's property, except in instances where Tenant's Property or its customer's property is damaged or lost due to the acts or omissions of Landlord Related Parties. Tenant maintenance and repairs shall be made in a reasonably prompt manner as Tenant becomes aware of needed maintenance or repairs for which it is responsible. Landlord shall be permitted, but not obligated, to perform such maintenance and repairs if Tenant fails to do so.

10.3 Damage by Tenant. Except for ordinary wear and tear, Tenant shall promptly reimburse Landlord for any costs that Landlord may incur in making repairs and alterations in and to the Premises, the Building, the Building Structure, the Project or facilities, systems or equipment of the Project, where the need for such repairs or alterations is caused by any of the following: (a) Tenant's use or occupancy of the Premises in a fashion that contravenes any provision of this Lease; (b) the installation, removal, use, or operation of Tenant's Property; (c) the moving of Tenant's Property into or out of the Building; or (d) any tortious act, omission, misuse, or negligence of any Tenant Related Parties.

ARTICLE 11. ALTERATIONS AND ADDITIONS

11.1 Tenant's Alterations. Tenant shall not make any additions, alterations, or improvements to the Premises without the prior consent of Landlord, which consent shall not be unreasonably withheld. Landlord's consent may be conditioned, among other things, on Tenant's removing any such additions, alterations, or improvements at the Expiration Date and restoring the Premises to the same condition as on the date Landlord delivered possession of the Premises to Tenant. All additions, alterations, and improvements shall be (a) made in a good and workmanlike manner using only good grades of materials; (b) performed by properly qualified and licensed personnel approved by Landlord; (c) performed so as not to cause or create any jurisdictional or other labor disputes, including, without limitation, use of union labor if needed; (d) performed in such manner as not to obstruct access to the Building or the Common Areas, and as not to obstruct the business of Landlord or other tenants in the Building; and (e) diligently prosecuted to completion.

11.2 Tenant's Improvement. Before commencing Tenant's Improvements, Tenant shall submit to Landlord its proposed plans, specifications, and details for Tenant's Improvements ("Tenant's Plans"), which shall meet the requirements of all applicable laws, codes, and regulations. Landlord shall have five (5) days after receipt of proposed Tenant's Plans to review them and submit any reasonable objections. Failure to advise Tenant of any objections within the five (5) day period shall be deemed approval of Tenant's Plans. If Landlord makes timely objections, Tenant shall revise Tenant's Plans and resubmit them to Landlord until Landlord's approval has been obtained. Landlord shall allow Tenant the right to access the roof and walls to install equipment related to TV reception within the Premises which may include satellite dishes, cable and/or phone connections. Tenant shall be solely responsible for any damages caused during the installation, upkeep, and/or removal of access to the roof and walls.

11.3 Notices and Liens. Tenant agrees not to suffer or permit any lien of any mechanic or materialman to be placed or filed against the Premises, the Building or the Project. In case any such lien shall be filed, Tenant shall satisfy and release such lien of record within twenty (20) days (or such shorter period as may be required by any Mortgagee) after the earlier to occur of (a) receipt of notice thereof from Landlord; or (b) Tenant's actual knowledge or notice of such lien filing. If Tenant shall fail to have such lien satisfied and released of record as provided herein, Landlord may, on behalf of Tenant, without being responsible for making any investigation as to the validity of such lien and without limiting or affecting any other remedies Landlord may have, pay the same and Tenant shall reimburse Landlord on demand for such amount together with any other reasonable costs of Landlord, including, without limitation, reasonable attorneys' fees.

ARTICLE 12. CERTAIN RIGHTS RESERVED BY LANDLORD

Landlord may have passkeys to the Premises and enter the Premises on reasonable prior notice of at least forty-eight hours to Tenant (except in the event of an emergency, in which case no notice shall be required) (a) to inspect the Premises; (b) to show the Premises to any prospective purchaser or Mortgagee of the Project, or to others having an interest in the Project or Landlord; (c) to show the Premises to prospective tenants; (d) to make inspections, repairs, alterations, additions, or improvements to the Premises or the Building; and (e) to take all steps as may be necessary or desirable for the safety, protection, maintenance, or preservation of the Premises or the Building or Landlord's interest therein, or as may be necessary or desirable for the operation or improvement of the Building or in order to comply with Laws. In the exercise of the foregoing rights, Landlord shall (except in an emergency) take reasonable steps to minimize any interference with Tenant's business.

ARTICLE 13. RULES AND REGULATIONS

Tenant shall comply with (and cause all Tenant Related Parties to comply with) all reasonable rules and regulations that Landlord may promulgate from time to time for the Project. Landlord shall not be responsible for any violation of the rules and regulations by other tenants or occupants of the Building or Project.

ARTICLE 14. TRANSFERS

Tenant shall not make any Transfer without the prior consent of Landlord, which Landlord shall not unreasonably withhold, condition or delay. Whether or not Landlord shall grant consent, Tenant shall pay any reasonable legal fees incurred by Landlord in connection with such requested Transfer, within thirty (30) days after written request by Landlord. If Landlord consents to a Transfer, (a) such consent shall not be deemed consent to any further Transfer; (b) no Transfer shall relieve Tenant or any guarantor from primary liability under this Lease; and (c) any portion of rent charged to a sublessee/assignee in excess of the Rent charged hereunder shall be equally split between Landlord and Tenant. The acceptance of Rent by Landlord from any party shall not be deemed to be a waiver of Landlord of any provision hereof. At any time following a Default, Landlord may require that any rent or other sums paid by any sublessee be paid directly to Landlord.

ARTICLE 15. DESTRUCTION OR DAMAGE

In the event of total or partial destruction of the Building or the Premises by fire or other casualty, Landlord agrees to promptly restore and repair the Premises; provided, however, Landlord's obligation hereunder shall be limited to the reconstruction of such of the tenant finish improvements as were originally required to be made by Landlord, if any. Rent shall proportionately abate during the time that the Premises or part thereof are unusable because of any such damage. Notwithstanding the foregoing, if the Premises are (a) so destroyed that they cannot be repaired or rebuilt within Ninety (90) days from the casualty date; or (b) destroyed by a casualty which is not covered by the insurance required hereunder or, if covered, such insurance proceeds are not released by any Mortgagee entitled thereto or are insufficient to rebuild the Building and the Premises; then, in case of a clause (a) casualty, either Landlord or Tenant may, or, in the case of a clause (b) casualty, then Landlord may, upon thirty (30) days' written notice to the other party, terminate this Lease with respect to matters thereafter accruing. Tenant waives any right under applicable laws inconsistent with the terms of this paragraph and in the event of a destruction agrees to accept any offer by Landlord to provide Tenant with comparable space within the Project on the same terms as this Lease.

ARTICLE 16. EMINENT DOMAIN

If all or any substantial part of the Building or the Common Areas shall be acquired by the exercise of eminent domain, Landlord may terminate this Lease by giving written notice to Tenant on or before the date that actual possession thereof is so taken. If all or any part of the Premises shall be acquired by the exercise of eminent domain so that the Premises shall become impractical for Tenant to use for the Permitted Use, Tenant may terminate this Lease as of the date that actual possession thereof is so taken by giving written notice to Landlord. In the event of any taking, partial or whole, all of the proceeds of any award, judgment, or settlement payable by the condemning authority shall be the exclusive property of Landlord, whether awarded as compensation for the damages to Landlord's or Tenant's interest in the Premises and whether or not awarded as compensation for diminution in value of the leasehold or to the fee of the Premises, and Tenant hereby assigns to Landlord all of its right, title, and interest in any award, judgment, or settlement from the condemning authority. Tenant, however, shall have the right, to the extent that Landlord's award is not reduced or prejudiced, to claim from the condemning authority (but not from Landlord) such compensation as may be recoverable by Tenant in its own right for relocation expenses and damage to Tenant's Property.

ARTICLE 17. INDEMNIFICATION AND LIMITATION OF LIABILITY

17.1 **Tenant's Indemnity.** Except for any injury or damage to persons or property on the Premises that is proximately caused by or results proximately from the gross negligence or willful misconduct of Landlord, no Landlord Related Parties shall be liable for, and Tenant will and does hereby indemnify, defend and hold harmless the Landlord Related Parties against and from all liabilities, obligations, suits, damages, penalties, claims, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by law), that may be imposed upon, incurred by, or asserted against Landlord or any of the Landlord Related Parties and arising, directly or indirectly, out of or in connection with Tenant's use, occupancy or maintenance of the Premises, the Building or the Project, including, without limitation, any of the following: (a) any work or thing done in, on or about the Premises, the Building or the Project or any part thereof by any Tenant Related Party; (b) any injury or damage to any person or property; (c) Tenant's failure to perform or comply with any of the covenants, agreements, terms or conditions contained in this Lease; and (d) any negligent or otherwise tortious act or omission of any Tenant Related Party. At Landlord's request, Tenant shall, at Tenant's expense and by counsel selected by Landlord, defend Landlord in any action or proceeding arising from any such claim or liability and shall indemnify Landlord against all costs, reasonable attorneys' fees, expert witness fees, and any other expenses incurred in such action or proceeding.

17.2 Assumption of Risk. Tenant hereby assumes all risk of damage or injury to any person or property in, on, or about the Premises from any cause other than the gross negligence or willful misconduct of Landlord. Tenant, to the fullest extent permitted by law and as a material part of the consideration to Landlord for this Lease, hereby waives and releases all claims against any Landlord Related Parties with respect to all matters for which Landlord has disclaimed liability pursuant to the provisions of this Lease. Tenant agrees that no Landlord Related Parties will be liable for any loss, injury, death, or damage to persons, property, or Tenant's business resulting from (a) theft; (b) act of God, public enemy, injunction, riot, strike, insurrection, war, terrorism, court order, requisition, order of governmental body or authority, fire, explosion or falling objects; (c) any accident or occurrence in the Premises or any other portion of the Building or the Project caused by the Premises or any other portion of the Building or the Project becoming out of repair or by the obstruction, breakage or defect in or failure of equipment, pipes, sprinklers, wiring, plumbing, heating, ventilation and air-conditioning or lighting fixtures of the Building or the Project or by broken glass or by the backing up of drains, or by gas, water, steam, electricity or oil leaking, escaping or flowing into or out of the Premises; (d) construction, repair or alteration of any other premises in the Building or the Premises; (e) business interruption or loss of use of the Premises; (f) any diminution or shutting off of light, air or view by any structure erected on the Land or any land adjacent to the Project, even if Landlord is the adjacent land owner; (g) mold or indoor air quality; (h) any acts or omissions of any other tenant, occupant or visitor of the Building or the Project; or (i) any cause beyond Landlord's control. In no event shall Landlord be liable for indirect, consequential, or punitive damages or for damages based on lost profits. None of the foregoing shall be considered a constructive eviction of Tenant, nor shall the same entitle Tenant to an abatement of Rent.

17.3 Security. Tenant acknowledges that Landlord has no obligation to monitor their activities or any other third party's activities.

17.4 Waiver of Subrogation. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waives any and all rights of recovery, claim, action or cause of action against the other for any loss or damage to any property of Landlord or Tenant, arising from any cause that (a) would be insured against under the terms of any property insurance required to be carried hereunder; or (b) is insured against under the terms of any property insurance actually carried, regardless of whether the same is required hereunder. The foregoing waiver shall apply regardless of the cause or origin of such claim, including but not limited to the negligence of a party, or such party's agents, officers, employees or contractors. The foregoing waiver shall not apply if it would have the effect, but only to the extent of such effect, of invalidating any insurance coverage of Landlord or Tenant. The foregoing waiver shall also apply to any deductible, as if the same were a part of the insurance recovery.

17.5 Limitation of Landlord Liability. Neither Landlord nor any Landlord Related Party shall have any personal liability with respect to any of the provisions of this Lease, or the Premises. If Landlord is in breach or default with respect to Landlord's obligations under this Lease, Tenant shall look solely to the equity interest of Landlord in the Building for the satisfaction of Tenant's remedies or judgments. No other real, personal, or mixed property of any Landlord Related Parties, wherever situated, shall be subject to levy to satisfy such judgment. Upon any Transfer of Landlord's interest in this Lease or in the Project, the transferring Landlord shall have no liability or obligation for matters arising under this Lease from and after the date of such Transfer.

ARTICLE 18. TENANT'S INSURANCE

18.1 Required Coverage. Tenant shall maintain the following coverages in the following amounts.

18.1.1 Commercial General Liability Insurance (or its equivalent) covering the insured against claims of bodily injury, personal injury and property damage arising out of Tenant's operations, assumed liabilities or use of the Premises, for limits of liability not less than Two Million and No/100 Dollars (\$2,000,000.00) combined single limit per occurrence and Three Million and No/100 Dollars (\$3,000,000.00) combined single limit annual aggregate. The foregoing limits may be met through a combination of primary and excess liability coverages.

18.1.2 Property Insurance covering (a) Tenant's Property, (b) any improvements and alterations made by Tenant or at Tenant's request. Such insurance shall be written on a "Causes of Loss – Special Form" basis (or its equivalent), for the full replacement cost without deduction for depreciation, and shall include coverage for vandalism, malicious mischief and sprinkler leakage. The proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Lease following a casualty as set forth herein the proceeds under (a) shall be paid to Tenant and the proceeds under (b) in excess of Tenant's unamortized cost associated therewith shall be

paid to Landlord. Notwithstanding the foregoing, Landlord shall have the option at any time, upon three (3) months' notice to Tenant, to procure property insurance covering leasehold improvements on all the premises throughout the Building, and Tenant shall thereafter pay the premium of such policy as an element of Project Operating Costs.

18.2 Form of Policies. The minimum limits of policies of insurance required of Tenant under this Lease shall in no event limit the liability of Tenant under this Lease. All liability insurance shall (a) name Landlord, Landlord's asset manager, and Landlord's property management agent, each as an additional insured, as their respective interests may appear; (b) specifically cover the liability assumed by Tenant under this Lease, including, but not limited to, Tenant's indemnity obligations under this Lease; (c) be issued by an insurance company having a rating of not less than A- IX in Best's Insurance Guide or that is otherwise acceptable to Landlord and licensed to do business in the State; (d) be primary insurance as to all claims thereunder and provide that any insurance carried by Landlord shall be excess and non-contributing with any insurance requirement of Tenant; and (e) provide that said insurance shall not be canceled, expire or coverage reduced unless thirty (30) days' prior notice shall have been given to Landlord.

18.3 Evidence of Insurance. Tenant shall deliver evidence of insurance reasonably satisfactory to Landlord, evidencing the existence and amount of each insurance policy required hereunder on or before the Commencement Date and at least thirty (30) days before the expiration dates of the applicable policies. Landlord may, at any time and from time to time, inspect or copy any insurance policies that this Lease requires Tenant to maintain. Tenant shall furnish Landlord with renewals or "binders" of each policy at least ten (10) days prior to the expiration thereof. Tenant agrees that, if Tenant does not obtain and maintain such insurance, Landlord may (but shall not be required to) after five (5) days' notice to Tenant during which time Tenant does not supply Landlord evidence of the required insurance, procure said insurance on Tenant's behalf and charge Tenant the premiums therefor, payable upon demand. Tenant shall have the right to provide the insurance required hereunder pursuant to blanket policies obtained by Tenant, provided such blanket policies afford coverage as required by this Lease.

18.4 Mutual Waiver of Subrogation. Landlord and Tenant agree, provided that such agreement does not invalidate or prejudice any policy of insurance, that, in the event the Premises or the fixtures, improvements, furniture, equipment, or merchandise therein, are damaged or destroyed by fire or other casualty which is covered by insurance of either Landlord or Tenant, the rights of either party, if any, against the other, or against the employees, agents, invitees, or licensees of any party with respect to such damage or destruction and with respect to any loss resulting therefrom, including the interruption of the business of any party, are hereby waived to the extent of the coverage of said insurance. Landlord and Tenant agree further that all policies of fire, extended coverage, business interruption, all risk or other insurance covering the Premises, or the contents, fixtures, equipment and improvements thereon, shall, if obtainable, contain a clause or endorsement providing in substance that the insurance shall not be prejudiced by virtue of this waiver. Any additional premiums on account thereof shall be paid by the party benefited.

18.5 Independent Obligations. Tenant acknowledges and agrees that Tenant's insurance obligations under this Lease are independent of Tenant's indemnity obligations, liabilities and duties under this Lease.

ARTICLE 19. DEFAULT

A "Default" shall mean the occurrence of any one or more of the following events: (a) Tenant's failure to pay any Rent within ten (10) business days of when due; (b) Tenant or any guarantor becomes insolvent or bankrupt or admits in writing its inability to pay its debts as they mature; (c) Proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, are instituted by or against Tenant or any guarantor, and, if instituted against Tenant or such guarantor involuntarily, are not dismissed within sixty (60) days of filing; (d) Tenant fails to perform any other covenant, condition or agreement contained in this Lease not covered by the preceding subsections, where such failure continues for thirty (30) days after notice thereof from Landlord to Tenant, or such additional period as is reasonably necessary to effect cure, provided Tenant commences cure within such thirty (30) day period and diligently pursues the same to completion within ninety (90) days following Landlord's notice; (e) Tenant shall repeatedly fail to pay Rent when due or any other charges required to be paid, or shall repeatedly default in keeping, observing or performing any other covenant, agreement, condition or provision of this Lease, whether or not Tenant shall timely cure any such payment or other default. For the purposes of this subsection, the occurrence of similar defaults two (2) times during any twelve (12) month period shall constitute a repeated default. Any notice periods provided for under this Section shall run concurrently with any statutory notice periods and any notice given hereunder may be given simultaneously with or incorporated into any such statutory notice.

ARTICLE 20. LANDLORD REMEDIES AND DAMAGES

20.1 **Remedies.** In the event of a Default, then in addition to any other rights or remedies Landlord may have at law or in equity, Landlord shall have the right, at Landlord's option, without further notice or demand of any kind, to do any or all of the following without prejudice to any other remedy that Landlord may have:

20.1.1 Terminate this Lease and Tenant's right to possession of the Premises by giving notice to Tenant. Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may re-enter the Premises and take possession thereof, whereupon Tenant shall have no further claim to the Premises or under this Lease.

20.1.2 Continue this Lease in full force and effect, whether or not Tenant has vacated or abandoned the Premises, and collect any unpaid Rent or other charges, that have or thereafter become due and payable.

20.1.3 Continue this Lease in effect, but terminate Tenant's right to possession of the Premises and re-enter the Premises and take possession thereof, whereupon Tenant shall have no further claim to the Premises without the same constituting an acceptance of surrender.

20.1.4 In the event of any re-entry or retaking of possession by Landlord, Landlord shall have the right, but not the obligation, (a) to expel or remove Tenant and any other party who may be occupying the Premises, or any part thereof; and (b) to remove all or any part of Tenant's or any other occupant's property on the Premises and to place such property in storage at a public warehouse at the expense and risk of Tenant.

20.1.5 Landlord may relet the Premises without thereby avoiding or terminating this Lease (if the same has not been previously terminated), and Tenant shall remain liable for any and all Rent and other charges and expenses hereunder. For the purpose of reletting, Landlord is authorized to make such repairs or alterations to the Premises as may be necessary in the sole discretion of Landlord for the purpose of such reletting, and if a sufficient sum is not realized from such reletting (after payment of all costs and expenses of such repairs, alterations and the expense of such reletting (including, without limitation, reasonable attorney and brokerage fees) and the collection of rent accruing therefrom) each month to equal the Rent, then Tenant shall pay such deficiency each month upon demand therefor. Actions to collect such amounts may be brought from time to time, on one or more occasions, without the necessity of Landlord's waiting until the expiration of the Term.

20.1.6 Without any further notice or demand, Landlord may enter upon the Premises, if necessary, without being liable for prosecution or claim for damages therefor, and do whatever Tenant is obligated to do under the terms of this Lease Tenant agrees to reimburse Landlord on demand for any reasonable expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease. Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action, unless caused by the gross negligence or willful misconduct of Landlord (but subject to the other limitations on Landlord's liability set forth in this Lease). Notwithstanding anything herein to the contrary, Landlord will have no obligation to cure any Default of Tenant.

20.1.7 Landlord shall at all times have the right, without prior demand or notice except as required by Law, to seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease, or restrain or enjoin a violation or breach of any provision hereof, without the necessity of proving the inadequacy of any legal remedy or irreparable harm.

20.1.8 To the extent permitted by applicable Law, Landlord shall have the right, without notice to Tenant, to change or re-key all locks to entrances to the Premises, and Landlord shall have no obligation to give Tenant notice thereof or to provide Tenant with a key to the Premises.

20.1.9 The rights given to Landlord in this Article are cumulative and shall be in addition and supplemental to all other rights or remedies that Landlord may have under this Lease and under applicable Laws or in equity.

20.2 **Damages.** Should Landlord elect to terminate this Lease or Tenant's right to possession under the provisions above, Landlord may recover the following damages from Tenant: (a) The worth at the time of the award of any unpaid Rent that had been earned at the time of termination; plus (b) The worth at the time of the award of the unpaid Rent that would have been earned after termination, until the time of award; plus (c) The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the rental

loss that Tenant proves could have been reasonably avoided, if any; plus (d) Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease or that in the ordinary course of things would be likely to result therefrom; plus (e) The unamortized balance (calculated as of the date of Default) of the Tenant Allowance, all such amounts being amortized over the Term of the Lease at an interest rate of seven percent (7%) per annum; plus (f) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by Law.

As used above the phrase "worth at the time of the award" shall be computed by adding interest on all such sums from the date when originally due at the Interest Rate. As used above, the phrase "worth at the time of the award" shall be computed by discounting the sum in question at the Federal Reserve rate promulgated by the Federal Reserve office for the district in which the Project is located, plus one percent (1%).

20.3 Rent after Termination. Tenant specifically acknowledges and agrees that Landlord shall have the right to continue to collect Rent after any termination (whether said termination occurs through eviction proceedings or as a result of some other early termination pursuant to this Lease) for the remainder of the Term, less any amounts collected by Landlord from the reletting of the Premises, but in no event shall Tenant be entitled to receive any excess of any such rents collected over the Rent.

20.4 No Termination. A termination of this Lease by Landlord or the recovery of possession of the Premises by Landlord or any voluntary or other surrender of this Lease by Tenant or a mutual cancellation thereof, shall not work a merger and shall at the option of Landlord, terminate all or any existing franchises or concessions, licenses, permits, subleases, subtenancies or the like between Tenant and any third party with respect to the Premises, or may, at the option of Landlord, operate as an assignment to Landlord of Tenant's interest in same. Following a Default, Landlord shall have the right to require any subtenants to pay all sums due under their subleases directly to Landlord.

20.5 Waiver of Demand. All demands for Rent and all other demands, notices and entries, whether provided for under common law or otherwise, that are not expressly required by the terms hereof, are hereby waived by Tenant.

20.6 Waiver of Redemption. Tenant hereby waives for Tenant and for all those claiming under Tenant all right now or hereafter existing to redeem by order or judgment of any court or by any legal process or writ, Tenant's right of occupancy of the Premises after any termination of this Lease.

20.7 Deficiency. If it is necessary for Landlord to bring suit in order to collect any deficiency, Landlord shall have the right to allow such deficiencies to accumulate and to bring an action on several or all of the accrued deficiencies at one time. Any such suit shall not prejudice in any way the right of Landlord to bring a similar action for any subsequent deficiency or deficiencies.

ARTICLE 21. HOLDING OVER

If after expiration of the Term, Tenant remains in possession of the Premises, Landlord may, at its option, serve notice upon Tenant that such hold over constitutes either: (a) a month-to-month tenancy upon all the provisions of this Lease (except as to Term and Base Rent); or (b) a tenancy at sufferance. If Landlord does not give said notice, Tenant's hold over shall create a tenancy at sufferance, subjecting Tenant to all the covenants and obligations of this Lease. In either event, the monthly installments of Base Rent shall be increased to one hundred five percent (105%) of the monthly installments of Base Rent in effect at the expiration of the Term. If a month-to-month tenancy is created, either party may terminate such tenancy by giving the other party at least thirty (30) days advance notice of the date of termination. Tenant shall also pay to Landlord all damages sustained by Landlord resulting from retention of possession by Tenant. The provisions of this Article shall not constitute a waiver by Landlord of any right of re-entry as otherwise available to Landlord, nor shall receipt of any rent or any other act appearing to affirm the tenancy operate as a waiver of the right to terminate this Lease for a breach by Tenant hereof.

ARTICLE 22. SURRENDER OF PREMISES

Upon the expiration or earlier termination of this Lease, Tenant shall peaceably surrender the Premises to Landlord broom-clean and in the same condition as on the date Tenant took possession, except for (a) reasonable wear and tear; (b) loss by fire or other casualty; and (c) loss by condemnation. All fixtures, equipment, improvements, and appurtenances attached to or built into the Premises at the commencement of or during the Term, whether or not by or at the expense of

Tenant, other than Tenant's Property, shall be and remain a part of the Premises, shall be the property of Landlord, and shall not be removed by Tenant, except as directed by Landlord. Tenant's Property shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term; provided that, if any of Tenant's Property is removed, Tenant shall promptly repair any damage to the Premises or to the Building resulting from such removal. Internal floor coating/concrete hardener shall be left in sealed condition, including, without limitation, any areas that may be damaged by removal of Tenant's fixtures. All interior walls should be left in good condition, and any holes from removal of Tenant's fixtures must be patched. Any of Tenant's Property left on the Premises shall be deemed abandoned, and, at Landlord's option, title shall pass to Landlord under this Lease as by a bill of sale. If Landlord elects to remove all or any part of such Tenant's Property, the reasonable cost of removal, including, without limitation, repairing any damage to the Premises or Building caused by such removal, shall be paid by Tenant. On the Expiration Date, Tenant shall surrender all keys, parking cards and other means of entry to the Premises, the Building and the Project.

ARTICLE 23. BROKERAGE FEES

Tenant warrants and represents that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiation except as set forth on the Lease Summary, who shall be paid a commission by Landlord pursuant to a separate agreement. Tenant shall indemnify, defend and hold Landlord harmless from any cost, expense, or liability, (including, without limitation, costs of suits and reasonable attorneys' fees) for any compensation, commission, or fees claimed by any other real estate broker or agent in connection with this Lease (including but not limited to any expansions of the Premises and renewals) or its negotiation by reason of any act of Tenant.

ARTICLE 24. NOTICES

Any notice, demand, request, consent, covenant, approval or other communication to be given by one party to the other must be in writing and (except for statements and invoices to be given in the ordinary course hereunder, which may be sent by regular U.S. Mail); (a) delivered personally; (b) mailed by certified United States mail, postage prepaid, return receipt requested; (c) sent by nationally recognized overnight courier; or (d) sent by telecopy and confirmed by one of the other methods set forth herein. The effective date of notice shall be (i) for any notice delivered in person, the date of delivery; (ii) for any notice by certified mail, three (3) days after mailing thereof; (iii) for any notice by overnight courier, the next Business Day after deposit with the courier; and (iv) for any notice by telecopy, the date of confirmation of receipt, if before 5:00 p.m. at the location delivered, or the next day if after 5:00 p.m. All notices shall be delivered or addressed to the parties at their respective addresses set forth on the Lease Summary. Either party may change the address at which it desires to receive notice upon giving notice of such request to the other party in the manner provided herein. Landlord and Tenant, and their respective counsel, hereby agree that notice may be given hereunder by the parties' respective counsel, and that if any communication is to be given hereunder by Landlord's or Tenant's counsel, such counsel may communicate directly with all principals, as required to comply with the foregoing provisions.

ARTICLE 25. SIGNAGE

Tenant shall have the opportunity for panel space, in the event Landlord has a multi-tenant monument/pylon sign. Tenant will be allowed the maximum signage in accordance with applicable regulations, generally in accordance with the specifications to be provided with the prior written consent of Landlord. Landlord may remove any signs not in conformity with this Lease. Provided they are in compliance with all applicable laws, ordinances and regulations, Landlord agrees not to unreasonably withhold its consent to any such signage. Tenant shall be responsible for the cost of placing, removing (including repairing any damage therefrom), maintaining and replacing any of said signage. All signage shall be kept in good condition and repair by Tenant.

Landlord shall allow branded semi-permanent promotional signage to be affixed to the interior or exterior of glass portion of storefront as long as it is in accordance with applicable regulations. The promotional signage will be professionally made and will be consistent with all stores operating within the center. All costs associated with the design, installation, maintenance and removal of signage at the end of Lease term shall be the Tenant's sole responsibility. Tenant on occasion to place branded A-frame signage outside front door of Premise.

Subject to Landlord's written approval and at Tenant's sole expense, Tenant have the right to place branded "Coming Soon" banner above the front of exterior of Premise upon lease execution and "Grand Opening" banner in same position. Tenant shall have the right to perform pre-sales ninety (90) days prior to opening for business outside front door of Premise using a small table and chair that does not block foot traffic.

ARTICLE 26. INTENTIONALLY OMITTED

ARTICLE 27. EXCLUSIVITY

For so long as Tenant is operating within the Permitted Use and is otherwise fully and timely complying with all the requirements under the Lease, Landlord agrees not to lease any other space in the Project to be used by a person or entity.

ARTICLE 28 MISCELLANEOUS

28.1 **Force Majeure.** Any prevention, delay, or stoppage of work to be performed by Landlord or Tenant that is due to strikes, labor disputes, inability to obtain labor, materials, equipment, or reasonable substitutes therefor, acts of God, governmental restrictions, regulations, or controls, judicial orders, enemy or hostile government actions, civil commotion, war, terrorism, fire, or other casualty, or other causes beyond the reasonable control of the party obligated to perform hereunder, shall excuse performance of the work by that party for a period equal to the duration of that prevention, delay, or stoppage.

28.2 **Accord and Satisfaction: Allocation of Payment.** No payment by Tenant or receipt by Landlord of a lesser amount than the Rent provided for in this Lease shall be deemed to be other than on account of the earliest due Rent; nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease. In connection with the foregoing, Landlord shall have the absolute right in its sole discretion to apply any payment received from Tenant to any account or other payment of Tenant then not current and due or delinquent.

28.3 **Attorneys' and Other Fees.** Should either party institute any action or proceeding to enforce or interpret this Lease or any provision hereof, for damages by reason of any alleged breach of this Lease or of any provision hereof, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be awarded from the other party all costs and expenses, including, without limitation, attorneys' and other fees, reasonably incurred in good faith by the prevailing party in connection with such action or proceeding. The term "attorneys' and other fees" shall mean and include reasonable attorneys' fees, accountants fees, expert witness fees and any and all consultants and other similar fees incurred in connection with the action or proceeding and preparations therefor. The term "action or proceeding" shall mean and include actions, proceedings, suits, arbitrations, appeals and other similar proceedings.

28.4 **Dispute Resolution.** Should a dispute arise between the Parties regarding the terms of this Lease or the Parties' respective obligations hereunder, the Parties agree to first attempt to settle the dispute at confidential mediation with a listed civil mediator located in Williamson County, Tennessee. The cost of mediation shall be divided between the Parties, or as otherwise negotiated at mediation.

28.5 **Governing Law.** This Lease shall be governed by, interpreted under, and construed and enforced in accordance with the Laws of the State applicable to agreements made and to be performed wholly within the State.

28.6 **Consent.** Unless otherwise expressly set forth herein, all consents and decisions required or permitted of Landlord hereunder shall be granted, withheld and made in Landlord's sole discretion

28.7 **Duplicate Originals: Counterparts.** This Lease may be executed in any number of duplicate originals, all of which shall be of equal legal force and effect. Additionally, this Lease may be executed in counterparts, but shall become effective only after each party has executed a counterpart hereof; all said counterparts, when taken together, shall constitute the entire single agreement between the parties.

28.8 **Recording.** Tenant shall not record this Lease without the prior consent of Landlord.

28.9 **Severability.** In the event any portion of this Lease shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Lease, and the remaining parts hereof shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable portion had never been part of this Lease.

28.10 Survival. All indemnity and other unsatisfied obligations set forth in this Lease shall survive the termination or expiration hereof.

28.11 WAIVER OF TRIAL BY JURY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS LEASE, OR THE TRANSACTIONS OR MATTERS RELATED HERETO OR CONTEMPLATED HEREBY.

28.12 Successors and Assigns. This Lease shall apply to and bind the heirs, personal representatives, and permitted successors and assigns of the parties.

28.13 Integration of Other Agreements; Amendments. This Lease sets forth the entire agreement and understanding of the parties with respect to the matters set forth herein and supersedes all previous written or oral understandings, agreements, contracts, correspondence and documentation with respect thereto. Any oral representations or modifications concerning this Lease shall be of no force or effect. No provisions of this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest.

28.14 TIME OF THE ESSENCE. TIME IS OF THE ESSENCE OF THIS LEASE AND EACH AND EVERY TERM AND PROVISION HEREOF

28.15 Waiver. The waiver by a party of any breach of any term, covenant, or condition of this Lease shall not be deemed a waiver of such term, covenant, or condition or of any subsequent breach of the same or any other term, covenant, or condition. No delay or omission in the exercise of any right or remedy of a party shall impair such right or remedy or be construed as a waiver of any default of the other party. Consent to or approval of any act by a party requiring consent or approval of the other party shall not be deemed to waive or render unnecessary such consent to or approval of any subsequent act. Any waiver must be in writing and shall not be a waiver of any other matter concerning the same or any other provision of this Lease.

28.16 No Surrender. No act or conduct of Landlord, including, without limitation, the acceptance of keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Tenant before the expiration of the Term. Only a written notice from Landlord to Tenant shall constitute acceptance of the surrender of the Premises and accomplish a termination of this Lease.

28.17 Number and Gender. As used in this Lease, the neuter includes masculine and feminine, and the singular includes the plural.

28.18 Days. The term "days," as used herein, shall mean actual days occurring, including, without limitation, Saturdays, Sundays and Holidays.

28.19 No Third Party Beneficiaries. Except as otherwise provided herein, no person or entity shall be deemed to be a third party beneficiary hereof, including but not limited to any brokers, and nothing in this Lease, (either expressed or implied) is intended to confer upon any person or entity, other than Landlord and Tenant (and their respective nominees, successors and assigns), any rights, remedies, obligations or liabilities under or by reason of this Lease.

28.20 Right of First Refusal to Purchase. If at any time during the Initial Term and all Renewal Terms, Landlord elects to sell the Project, Tenant shall have the right of first refusal to meet any bona fide offer to purchase the Project received by Landlord from any party on the same terms and conditions of such offer. A bona fide offer shall be considered a written offer to the Landlord generally made in good faith and able to be accepted by the Landlord. Landlord shall promptly provide Tenant with a copy of any such offer, and Tenant shall have thirty (30) days after its receipt of the offer to agree in writing to purchase the Project on the same terms and conditions stated in the offer. If Tenant does not indicate in writing its agreement to purchase the Project on the terms contained in the offer within said thirty (30) day period, then Landlord thereafter shall have the right to sell the Project to such party on the same terms and conditions stated in the offer. If Landlord does not sell the Project within one hundred and eighty (180) days after the expiration of said thirty (30) day period, or if financial terms and conditions of the offer to purchase the Project are materially changed, then any further transaction shall be deemed a new offer to purchase the Project and the provisions of this paragraph shall again be applicable. Notwithstanding the foregoing, in the event that Tenant elects or is deemed to have elected to waive its right of first refusal, and Landlord thereafter proceeds to sell the Project in accordance with this Section 28.19, then the right

of first refusal granted to Tenant under this Lease shall be terminated and shall be of no further force or effect during the Term of this Lease.

IN WITNESS WHEREOF the parties have executed this Lease, under seal, as of the date first-above written.

LANDLORD:

Mason Partners, LLC

By: Richard L. Mason
Richard L. Mason, Member

By: Jules L. Mason
Jules L. Mason, Member

Date: Dec. 18, 2020

TENANT:

TGS Bwd LLC d/b/a The Golf Sanctuary

By: [Signature]

William "Billy" Brown

Title: Manager

Date: 12-18-20

GUARANTY

For value received, and in consideration for, and as an inducement to Landlord making the foregoing Lease with Tenant, the undersigned ("Guarantor"), jointly and severally (if more than one guarantor) unconditionally and irrevocably, guarantees to Landlord and its assigns, the full, faithful, and prompt performance and observance of an initial period of two years, followed by a rolling one year guarantee, the obligations and covenants thereof to be performed and observed by Tenant, including, but not limited to, the payment of the Rent, all without requiring any notice of non-payment, non-performance or non-observance or proof, or any other notice or demand whatsoever, all of which the undersigned waives. The undersigned further covenants and agrees that this Guaranty will remain and continue in full force and effect as to any renewal, waiver, amendment, modification, sublease, assignment or extension of this Lease, and the undersigned waives any notice thereof. This Guaranty will not be diminished by any payment of Rent or performance of the terms and conditions of this Lease until each and every obligation of Tenant under the Lease has been fully discharged. Landlord may, without notice or demand and without affecting Guarantor's liability hereunder, from time to time, compromise, extend or otherwise modify any or all terms of the Lease. The liability of Guarantor under this Guaranty will not be affected by the release or discharge of Tenant from or impairment, limitation or modification of Tenant's obligations under this Lease in bankruptcy, receivership or other debtor proceeding or the cessation from any cause whatsoever of the liability of Tenant under this Lease. This is a continuing, irrevocable, absolute and primary guarantee of payment and not of collection and Landlord will not be obligated, as a condition to exercise any of its remedies under this Guaranty, to first proceed against Tenant or to exhaust any or all remedies under the Lease. If suit or collection proceedings are brought pursuant to this Guaranty, the undersigned agrees to pay attorneys' fees and all court costs incurred by Landlord.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty as of December 18, 2020.

Guarantor:



William "Billy" Brown

EXHIBIT A - SITE PLAN

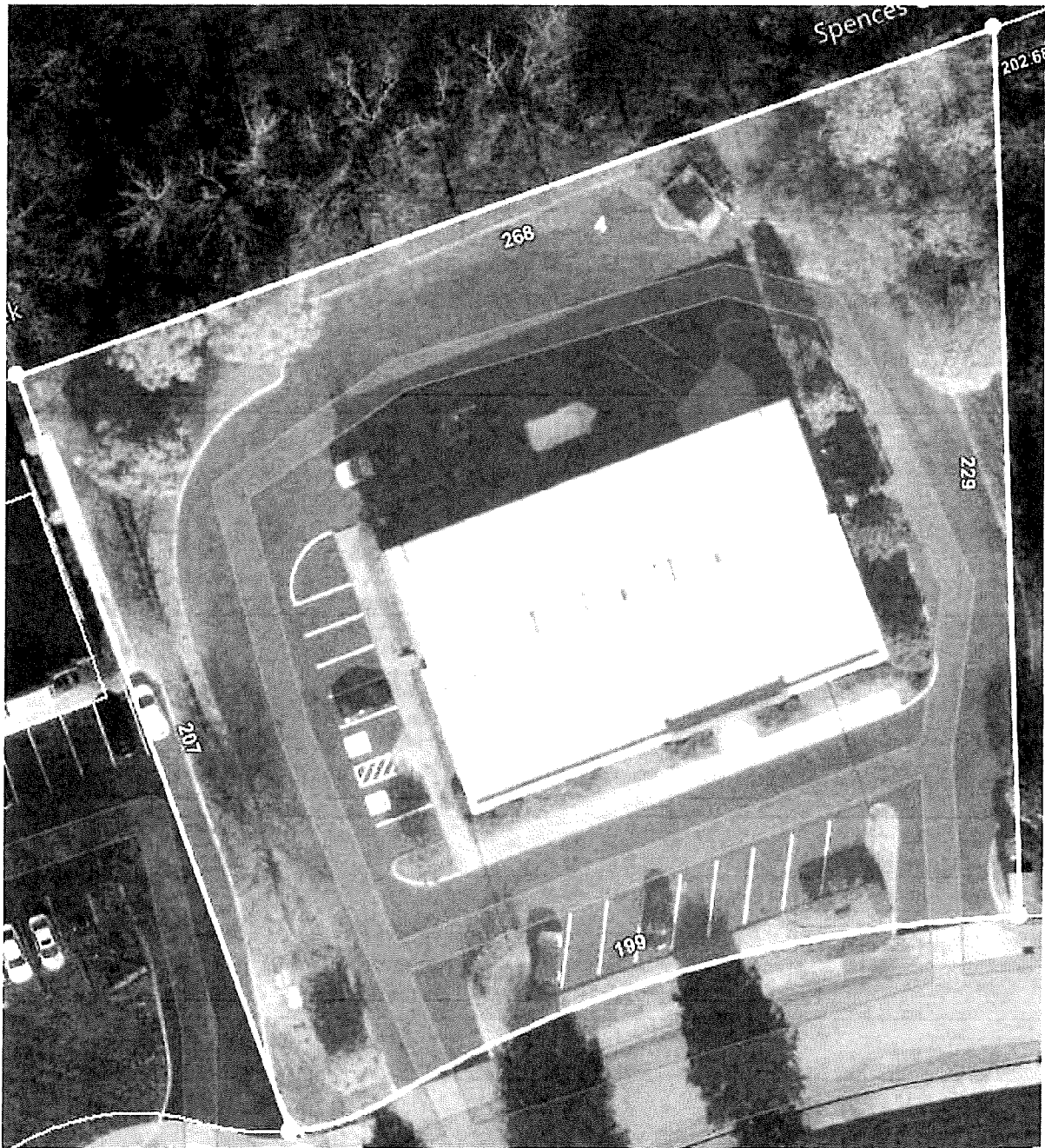


EXHIBIT B – LEGAL DESCRIPTION

Land in the City of Brentwood, 8th Civil District, Williamson County, Tennessee, being Lot No. 4 on the Final Subdivision Plat, Resub of Lot 2 and Dedication/Abandonment of Isabella Lane of Liberty Place Business Park, of record at Plat Book 32, page 67, Register's Office for Williamson County, Tennessee, to which plan reference is hereby made for a more complete description.



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Suite 2000
Nashville, TN 37201

Office (615) 724-3200
Fax (615) 724-3290

BURR.COM

May 20, 2021

Ms. Amy Givens
City of Brentwood
5211 Maryland Way
Brentwood, Tennessee 37027

Re: TGS BWD LLC d/b/a The Golf Sanctuary

Dear Amy:

Enclosed please find our application for TGS BWD LLC d/b/a The Golf Sanctuary. Enclosed are the following documents:

- Check for \$250.00;
- Beer Permit Application;
- Floor Plan;
- List of Members for TGS BWD LLC;
- List of Members for The Golf Sanctuary, LLC; and
- Lease

Per our conversation, we mailed the city business tax license application on Wednesday. Please let us know if you have any questions or if we are missing anything in order to get on the June 14 agenda.

Sincerely,

C. Tucker Herndon

CTH/kh
Enclosures