

SUPPORTING DOCUMENTS FOR THE PROPOSED AGENDA ARE NOT PUBLISHED IN THE NEWSPAPER BUT MAY BE FOUND AT WWW.FAIRVIEW-TN.ORG

CITY OF FAIRVIEW
BOARD OF COMMISSIONERS
SPECIAL MEETING

JUNE 29, 2015

4:00 P.M.

AGENDA

1. Call to order by Mayor Carroll
2. Approval of the Agenda –
3. New Business
 - A. Discuss and/or Take Action on Certificate of Compliance Renewal for Ken Karger and Ann McConnell of Fairview Liquors and Fine Wines – Sutton
 - B. Discuss and/or Take Action on Resolution No. 23-15, A Resolution Authorizing The Issuance Sale And Payment Of General Fund Tax Anticipation Notes Not To Exceed Four Hundred Three Thousand Eight Hundred Eleven (\$403,811.00) Dollars - Bissell
4. Adjournment.

RENEWAL

CERTIFICATE OF COMPLIANCE
RETAIL PACKAGE STORE



Pursuant to Tennessee Code Annotated, Title 57, Section 57-3-208 and 57-3-213, this is to cert

Name of Applicant: C. Ken Karger
Home Address: 7105 Pleasant Grove Ct
Fairview TN 37062
(City) (State) (Zip)

Date of Birth: _____ SSN: _____

has made application for a Certificate of Compliance to sell retail alcoholic beverages in the

County of Williamson, State of Tennessee, at

Fairview Liquors & Fine Wines 2382 Fairview Blvd, Fairview TN 37062
(Name and Street Address of Liquor Store)

and that an investigation has been undertaken of the applicant's criminal record and of the compliance of said business with local law, ordinances or resolutions, and from said investigation of the undersigned certified:

1. That the applicant or applicants who are to be in actual charge of said business have not been convicted of a felony within a ten-year period immediately preceding the date of the application and, if a corporation, that the executive officers or those in control have not been convicted of a felony within a ten year period immediately preceding the date of the application; and further, that it is the undersigned's opinion that the applicant will not violate any provisions of Tennessee Code Annotated, Title 57, Chapter 3;
2. That the applicant has secured a location which complies with all restrictions of the laws, ordinances and resolutions;
3. That the applicant or applicants have complied with the residency provisions;
4. That the issuance of this license will not exceed the numerical limit.

This _____ day of _____, 20 _____.

Mayor or Other Official Head of Municipality

Member of Legislative Body of Municipality

MAIL TO:
Tennessee Alcoholic Beverage Commission
500 James Robertson Parkway
3rd Floor
Nashville, TN 37243

RENEWAL

CERTIFICATE OF COMPLIANCE
RETAIL PACKAGE STORE

Pursuant to Tennessee Code Annotated, Title 57, Section 57-3-208 and 57-3-213, this is to certify that:

Name of Applicant: Ann McConnell
Home Address: 1184 Chloe Drive
Gallatin TN 37002
(City) (State) (Zip)

Date of Birth: _____ SSN: _____

has made application for a Certificate of Compliance to sell retail alcoholic beverages in the

County of Williamson, State of Tennessee, at

Fairview Liquors & Fine Wines 2382 Fairview Blvd, Fairview TN 37002
(Name and Street Address of Liquor Store)

and that an investigation has been undertaken of the applicant's criminal record and of the compliance of said business with local law, ordinances or resolutions, and from said investigation of the undersigned certified:

1. That the applicant or applicants who are to be in actual charge of said business have not been convicted of a felony within a ten-year period immediately preceding the date of the application and, if a corporation, that the executive officers or those in control have not been convicted of a felony within a ten year period immediately preceding the date of the application; and further, that it is the undersigned's opinion that the applicant will not violate any provisions of Tennessee Code Annotated, Title 57, Chapter 3;
2. That the applicant has secured a location which complies with all restrictions of the laws, ordinances and resolutions;
3. That the applicant or applicants have complied with the residency provisions;
4. That the issuance of this license will not exceed the numerical limit.

This _____ day of _____, 20 _____.

Mayor or Other Official Head of Municipality

Member of Legislative Body of Municipality

MAIL TO:
Tennessee Alcoholic Beverage Commission
500 James Robertson Parkway
3rd Floor
Nashville, TN 37243



Bill Haslam
Governor

TENNESSEE BUREAU OF INVESTIGATION

901 R.S. Gass Boulevard
Nashville, Tennessee 37216-2639
(615) 744-4000 (744-4057 for TORIS)
Facsimile (615) 744-4651 (Fiscal Svcs)
TDD (615) 744-4001



Mark Gwyn
Director

January 12, 2015

FAIRVIEW LIQUORS AND FINE WINES
CHEN K KARGER
2382 FAIRVIEW BLVD
FAIRVIEW, TN 37062

Tennessee Criminal History Records Request

Per your request for a criminal history record check on the following individual, there was no Tennessee information found:

KARGER, CHECN KEN

Please be aware that, unless a fingerprint comparison is performed, it is impossible for the Tennessee Bureau of Investigation to be sure the record belongs to the individual you requested. A fingerprint comparison will only be performed in the event of a written appeal of criminal history results. The information you receive will be based on only those arrests which occurred within the state of Tennessee.

The Tennessee Bureau of Investigation found NO Tennessee criminal history based on the information provided. No criminal record check was conducted for other states or for the Federal Bureau of Investigation.

Tennessee Open Records Information Services
Tennessee Bureau of Investigation



INTERNATIONALLY ACCREDITED SINCE 1994

Thursday, January 22, 2015

Williamson County, TN

Property Report

Location

Property Address

Subdivision

County Williamson County, TN

Current Owner

Name Karger Chen K

Mailing Address

Fairview, TN 37062-8320

Property Summary

Property Type Residential

Land Use Residential

Improvement Type Single Family

Square Feet



General Parcel Information

Parcel/Tax ID

Special Int 000

Alternate Parcel ID

Land Map 070

District/Ward 255

2010 Census Trct/Blk 505.02/2

Assessor Roll Year 2013

Sales History through 01/09/2015

Date	Amount	Buyer/Owners	Buyer/Owners 2	Instrument	Quality	Book/Page or Document#
02/18/2004		Karger Chen K				3162/109
06/28/1996						1417/385
10/19/1994						1190/995

Tax Assessment

Appraisals	Amount	Taxes	Amount	Jurisdiction	Rate
Assessment Year	2013	Tax Year	2013		
Appraised Land		City Taxes		Fairview	0.635
Appraised Improvements		County Taxes		Williamson	2.26
Total Tax Appraisal		SSD Taxes			
Total Assessment		Total Taxes			
		Exempt Amount			
		Exempt Reason			

Mortgage History

Date	Loan Amount	Borrower	Lender	Book/Page or Document#
2/22/2012		Karger Chen K		

Thursday, January 22, 2015

Williamson County, TN

Property Report

Location

Property Address	
Subdivision	
County	Williamson County, TN

Current Owner

Name	Karger Chen Ken
Mailing Address	Fairview, TN 37062-8348

Property Summary

Property Type	Residential
Land Use	Residential
Improvement Type	Single Family
Square Feet	



General Parcel Information

Parcel/Tax ID	
Special Int	000
Alternate Parcel ID	
Land Map	047P
District/Ward	255
2010 Census Trct/Blk	505.04/2
Assessor Roll Year	2013

Sales History through 01/09/2015

Date	Amount	Buyer/Owners	Buyer/Owners 2	Instrument	Quality	Book/Page or Document#
05/30/2014		Hughes Michelle L				6199/739 14019679
10/12/2006						072/321
12/29/2005						3819/699
01/04/2000						1946/761

Tax Assessment

Appraisals	Amount	Taxes	Amount	Jurisdiction	Rate
Assessment Year	2013	Tax Year	2013		
Appraised Land		City Taxes		Fairview	0.635
Appraised Improvements		County Taxes		Williamson	2.26
Total Tax Appraisal		SSD Taxes	\$0		
Total Assessment		Total Taxes			
		Exempt Amount			
		Exempt Reason			

Mortgage History

Date	Loan Amount	Borrower	Lender	Book/Page or Document#



Bill Haslam
Governor

TENNESSEE BUREAU OF INVESTIGATION

901 R.S. Gass Boulevard
Nashville, Tennessee 37216-2639
(615) 744-4000 (744-4057 for TORIS)
Facsimile (615) 744-4651 (Fiscal Svcs)
TDD (615) 744-4001



Mark Gwyn
Director

January 9, 2015

ANN M MCCONNELL
ANN M MCCONNELL

Tennessee Criminal History Records Request

Per your request for a criminal history record check on the following individual, there was no Tennessee information found:

MCCONNELL, ANN MARIE

Please be aware that, unless a fingerprint comparison is performed, it is impossible for the Tennessee Bureau of Investigation to be sure the record belongs to the individual you requested. A fingerprint comparison will only be performed in the event of a written appeal of criminal history results. The information you receive will be based on only those arrests which occurred within the state of Tennessee.

The Tennessee Bureau of Investigation found NO Tennessee criminal history based on the information provided. No criminal record check was conducted for other states or for the Federal Bureau of Investigation.

Tennessee Open Records Information Services
Tennessee Bureau of Investigation



INTERNATIONALLY ACCREDITED SINCE 1994



Property Report

Thursday, January 15, 2015

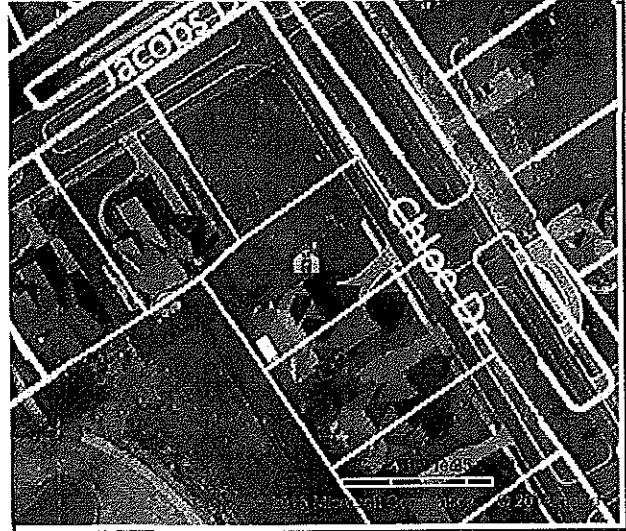
1186 Chloe Dr, Gallatin, TN 37066-7465
Sumner County, TN parcel# 136N B 008.00

Property Report

Location
Property Address

Subdivision
County

Current Owner Name: Ann M McConnell
Mailing Address:



Property Summary
Property Type: Residential
Land Use: Household Unit
Improvement Type: Single Family
Square Feet:

General Parcel Information
Parcel/Tax ID:
Special Int: 000
Alternate Parcel ID:
Land Map: 136N
District/Ward: 04
2010 Census Trct/Blk: 205.01/2
Assessor Roll Year: 2011

Sales History through 01/08/2015

Date	Amount	Buyer/Owners	Buyer/Owners 2	Instrument	Quality	Book/Page or Document#
12/16/2010		Ann M McConnell		Forced Sale		1369/674
09/15/2001				Accepted Warranty Deed Sale		2601/750
02/22/2006						2447/339
05/05/2005				Accepted Warranty Deed Sale		2243/505
05/12/2004						2005/797
07/11/2003						1792/529

Tax Assessment

Appraisals	Amount	Taxes	Amount	Jurisdiction	Rate
Assessment Year	2011	Tax Year	2011		
Appraised Land		City Taxes		Gallatin	0.99
Appraised Improvements		County Taxes		Sumner	2.0208
Total Tax Appraisal		Total Taxes			
Total Assessment		Exempt Amount			
		Exempt Reason			

Mortgage History

Date	Loan Amount	Borrower	Lender	Book/Page or Document#
12/16/2010				

SUMNER COUNTY

2014 TAX NOTICE

Marty Nelson, Trustee

355 Belvedere Drive N Room 107
Gallatin, TN 37066 • (615) 452-1260

www.sumnertn.org

DIST	MAP	GP	C-MAP	PARCEL	SP-INT	CO	CI
------	-----	----	-------	--------	--------	----	----

Bill #	Total Due
--------	-----------

Property Address

To avoid penalty and interest, taxes must be paid by March 2, 2015.



*****AUTO**5-DIGIT 37031 44 36

ANN M MCCOINELL



Make changes to address block above: *Please return this portion with your payment in the enclosed reply envelope. Make checks payable to Sumner County Trustee: If a receipt is required, please enclose a self-addressed stamped envelope.*

SUMNER COUNTY

2014 TAX NOTICE

DIST	MAP	GP	C-MAP	PARCEL	SP-INT	CO	CI
------	-----	----	-------	--------	--------	----	----

Bill #	Total Due
--------	-----------

Property Address

Classification	Residential
----------------	-------------

Subdivision	
-------------	--

Lot	Block	Acres
		0.00

Additional Description	
------------------------	--

Land value	
------------	--

Improvement value	0
-------------------	---

Personal property	\$0
-------------------	-----

Appraised value	
-----------------	--

Assessment	25 %
------------	------

Assessed value	
----------------	--

Tax rate	
Roll back	\$0:00
Current taxes	

Your cancelled check, along with your portion of this statement, serves as your receipt. If a receipt is required, please enclose a self-addressed stamped envelope.

Your payment options are:

- By mail: 355 Belvedere Drive N Room 107, Gallatin, TN 37066
Payment postmarked after March 2, 2015 must include penalty.
- At our office, at that same address
- Drive-thru window and payment drop box available, at that same address
- At participating local banks *
- On-line at our vendor's website: www.sumnertn.org *
- Partial Payment Options *

***See back of notice for details**

To pay your taxes, make checks payable to: **Sumner County Trustee**

To avoid penalty and interest, taxes must be paid by March 2, 2015.

<p>Sumner County Trustee 355 Belvedere Drive N Room 107 Gallatin, TN 37066 Phone: (615) 452-1260</p>	<p>Office Hours: Monday thru Friday 8:00am - 4:30pm www.sumnertn.org</p>
---	--

Benchmark

REALTY, LLC

COMMERCIAL LEASE AGREEMENT (Single – Tenant Facilities)

1 For and in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and
2 sufficiency of which is hereby acknowledged, Fairview Liquors and Fine Wines LLC as
3 tenant (hereinafter referred to as "Tenant"), and GRAND CENTRAL STATION PARTNERSHIP, A TENNESSEE GP as
4 landlord (hereinafter referred to as "Landlord"), do hereby enter into this Lease Agreement ("Lease" or "Agreement") on this
5 13th day of November, 2014 ("Binding Agreement Date"). Landlord leases to Tenant, and Tenant leases
6 from Landlord, the Property described as follows: All that tract of land known as:
7 2382 Fairview Blvd. (Address),
8 Fairview (City), Tennessee, 37062 (Zip), as recorded in _____ County
9 Register of Deeds Office, _____ deed book(s) _____ page(s), and/or _____
10 instrument no. and further described as:

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

- 15 1. **Term.** The initial term of this Lease shall be for 5 years, 0 months, beginning on the earlier
16 of the completion of work described in any attached Work Letter or December 1, 2014 ("Commencement
17 Date"), through and including November 30, 2019 ("Expiration Date").
- 18 2. **Possession.** If Landlord is unable to deliver possession of the Property on the Commencement Date, rent shall be abated
19 on a daily basis until possession is granted. If possession is not granted within fourteen (14) days from the
20 Commencement Date, Tenant may terminate this Lease in which event Landlord shall promptly refund all payments and
21 deposits to Tenant. The aforementioned remedies are the sole remedies recoverable from the Landlord for delays in
22 delivery of possession to Tenant.
- 23 3. **Rent.** Tenant shall pay base rent ("Base Rent") to Landlord without demand, deduction or setoff, in advance, payable as
24 follows:
25 er month on or before the 1st day of each month
26 commencing December 1, 2014.
27
28

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

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

44 5. **Security Deposit.**

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

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47 □ **Landlord Holding Security Deposit.**

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

77 □ **Broker Holding Security Deposit.**

- 78 (1) Tenant has paid to Broker N/A (acting
79 as "Broker/Holder") located at N/A
80 (Address of Broker/Holder) as security for Tenant's fulfillment of the conditions of this Lease ("Security
81 Deposit") N/A Dollars (\$)
82 in cash, money order and/or check.
- 83 (2) Broker/Holder shall deposit the Security Deposit in Broker/Holder's escrow/trust account (with
84 N/A retaining the interest if the account is interest bearing) within five (5) banking days from
85 the Binding Agreement Date. In the event that Broker/Holder's escrow/trust account is interest bearing,
86 interest on the Security Deposit shall be disbursed in the following manner:
- 87
- 88
- 89 (3) The Broker/Holder shall disburse the Security Deposit only as follows: (a) upon the failure of the parties to
90 enter into a binding lease; (b) upon a subsequent written agreement signed by all parties having an interest
91 in the funds; (c) upon order of a court or arbitrator having jurisdiction over any dispute involving the
92 Security Deposit; (d) upon a reasonable interpretation of this Agreement by Broker/Holder; (e) as provided
93 in the General Provisions section below of this Paragraph; or (f) upon the termination of the agency
94 relationship between Landlord and Broker/Holder, in which event Broker/Holder shall only disburse the
95 Security Deposit to another licensed Tennessee Real Estate Broker selected by Landlord, unless otherwise
96 agreed to in writing by Landlord and Tenant, after notice by Landlord to Broker/Holder and Tenant. Prior
97 to disbursing the Security Deposit pursuant to a reasonable interpretation of this Agreement, Broker/Holder
98 shall give all parties seven (7) days notice stating to whom and in what amounts the disbursement will be
99 made. Any party may object in writing to the disbursement, provided the objection is received by the
100 Broker/Holder prior to the end of the seven (7) day notice period. All objections not raised in a timely

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manner shall be waived. In the event a timely objection is made, Broker/Holder shall consider the objection and shall do any or a combination of the following: (a) hold the Security Deposit for a reasonable period of time to give the parties an opportunity to resolve the dispute; (b) disburse the Security Deposit and so notify all parties; and/or (c) interplead the Security Deposit into a court of competent jurisdiction. Broker/Holder shall be reimbursed from and may deduct for any funds interpleaded its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Broker/Holder. No party shall seek damages from Broker/Holder (nor shall Broker/Holder be liable for the same) for any matter arising out of or related to the performance of Broker's/Holder's duties under this Security Deposit paragraph.

B. General Provisions Regarding Security Deposit.

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

6. **Repairs and Maintenance.** Tenant acknowledges that Tenant has inspected the Property and that it is fit for its stated use as described herein. Tenant agrees that no representations regarding the Property or the condition thereof and no promises to alter, decorate, improve, or repair have been made by Landlord, Broker, or their agents unless specified in this Lease.

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

	<u>TENANT</u>	<u>LANDLORD</u>		<u>TENANT</u>	<u>LANDLORD</u>
131 Heating system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Elevators	<input type="checkbox"/>	<input type="checkbox"/>
132 Plumbing system	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Air conditioning system	<input checked="" type="checkbox"/>	<input type="checkbox"/>
133 Parking area	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Electrical system/fixtures	<input checked="" type="checkbox"/>	<input type="checkbox"/>
134 Driveway	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Exterior walkways	<input type="checkbox"/>	<input checked="" type="checkbox"/>
135 Building exteriors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Interior hallways	<input type="checkbox"/>	<input type="checkbox"/>
136 Smoke detector	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lobby	<input type="checkbox"/>	<input type="checkbox"/>
137 Terrace/patio	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Loading area	<input type="checkbox"/>	<input type="checkbox"/>
138 Restrooms	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Trash facilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>
139 Stairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Landscaping	<input type="checkbox"/>	<input checked="" type="checkbox"/>
140 Exterior windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Roof	<input type="checkbox"/>	<input checked="" type="checkbox"/>
141 Security alarm	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other <u>N/A</u>	<input type="checkbox"/>	<input type="checkbox"/>

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

Upon receipt of written notice from Tenant, Landlord shall, within a reasonable time period thereafter, repair all defects in those facilities and systems that are the responsibility of Landlord to maintain in good working order and repair. If Tenant does not promptly perform its maintenance and repair obligations as set forth herein, Landlord may make such repairs and/or replacements and supply Tenant with an invoice for said repairs and/or replacements. Tenant shall promptly pay the costs of the same within 10 days of receipt of invoice. Tenant waives any further notice of amount due for any repairs or replacements under this Lease. Landlord shall not be liable to Tenant for any damage caused by

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151 any of the above referenced systems or facilities or by water coming through or around the roof or any door, flashing,
 152 skylight, vent, window, or the like in or about the Property, except if such damage is due to the gross negligence or
 153 willful misconduct of Landlord. Tenant shall be responsible for the reasonable costs of repairs made necessary by the
 154 negligent or willful misconduct of Tenant (including Tenant's employees, agents, invitees, guests, or licensees).

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

- 157 General cleaning and janitorial service of the interior of the Property N/A times a week.
- 158 Concierge service as follows: N/A
- 159 Parking attendant as follows: N/A
- 160 Property monitor as follows: N/A
- 161 Trash collection service N/A times per week.
- 162 Soap, paper towels, and toilet tissue for rest rooms N/A times per week.
- 163 Replacement of all light bulbs and repair and maintenance of all light fixtures located in the interior of the
 164 Property N/A
- 165 Other N/A

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

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

175	UTILITY	TENANT	LANDLORD	UTILITY	TENANT	LANDLORD
176	Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
177	Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Natural Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>
178	Garbage	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cable Television	<input checked="" type="checkbox"/>	<input type="checkbox"/>
179	Telephone	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Internet Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>
180	Other <u>N/A</u>				<input type="checkbox"/>	<input type="checkbox"/>

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

186 9. Termination / Holding Over. Either party may terminate this Lease at the end of the Term by giving the other party
 187 60 days written notice prior to the end of the Term. If neither party gives notice of termination, a Holding Over
 188 period shall result. Any Holding Over by the Tenant of the Property after the expiration of this Lease shall operate and
 189 be construed as a tenancy from month to month only with Base Rent in an amount equal to 120 % of the Base Rent
 190 payable in Paragraph 3 herein. All other terms of the Lease will remain in force, subject to the terms of this paragraph.

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

196 11. Right of Access, Signage. Landlord and Landlord's agents shall have the right to access the Property for inspection,
 197 repairs and maintenance during reasonable hours. In the case of emergency, Landlord may enter the Property at any time
 198 to protect life and prevent damage to the Property. Landlord and/or Landlord's agents may place a "for rent" or "for
 199 sale" sign on the interior and exterior of the Property, and may show Property to prospective tenants or purchasers during
 200 reasonable hours. Tenant agrees to cooperate with Landlord, Landlord's agent and Brokers who may show the Property

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201 to prospective tenants and/or purchasers. Tenant shall secure valuables and agrees to hold Landlord and/or Landlord's
202 agent and Brokers harmless for any loss thereof. For each occasion where the access rights described above are denied,
203 Tenant shall pay Landlord the sum of \$ _____ as liquidated damages; it being acknowledged that
204 Landlord shall be damaged by the denial of access, that Landlord's actual damages are hard to estimate, and that the
205 above amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty.

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

212 12. Use. The Property shall only be used for the purposes set out as follows:
213 **Liquor and Wine Retail Store**

214
215 The Property shall be used so as to comply with all federal, state, county, and municipal laws and ordinances and any
216 applicable rules and regulations. Tenant shall not use or permit the Property to be used for any disorderly or unlawful
217 purpose; nor shall Tenant engage in any activity on the Property which would endanger the health and safety of others or
218 which otherwise creates a nuisance.

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

223 14. Default.

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

233 (1) reimbursement for all expenses incurred as a result of Tenant's failure to perform its obligations under the
234 Lease;

235 (2) the costs of securing another tenant, including, but not limited to, advertising and brokerage commissions; and

236 (3) the costs of altering, dividing, painting, repairing, and replacing the Property to accommodate a new tenant.

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

240 B. Cure Period. If Tenant defaults under any term, rule, condition or provision of this Lease, excluding failure to pay
241 Rent or failure to reimburse Landlord for any damages, repairs or costs when due, Landlord shall provide Tenant
242 with written notice of the breach. Tenant shall have 7 Business Days ("Cure Period") within which Tenant may
243 cure said breach. In the event that Tenant has not cured the breach within the Cure Period, Landlord may, at his
244 option, terminate this Lease by delivering written notice thereof to Tenant and pursue any remedies available herein
245 or available to Landlord at law. In the event that Tenant cures the breach during the aforementioned Cure Period, a
246 second violation of this Agreement within 6 months shall be grounds for the Landlord to terminate this Lease by
247 providing written notice without an additional Cure Period.

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

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

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- 252 **15. Rules and Regulations.**
 253 A. Tenant is prohibited from adding, changing or in any way altering locks installed on the doors of Property without
 254 prior written permission of Landlord. If all keys to the Property are not returned when Tenant vacates the Property,
 255 Landlord may charge a re-key charge in the amount of \$ ____.
- 256 B. Non-operative vehicles are not permitted on the Property. Any such non-operative vehicle may be removed by
 257 Landlord at the expense of Tenant, for storage or for public or private sale as permitted by applicable law, and
 258 Tenant shall have no right or recourse against Landlord thereafter.
- 259 C. No goods or materials of any kind or description which are combustible or would increase fire risk shall be kept in
 260 or placed on the Property (except for goods and materials typically found in a general office use provided that the
 261 same are limited in quantity to that normally found in such use).
- 262 D. No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be
 263 placed in walls, woodwork or any part of the Property.
- 264 E. Tenant shall not place any objects or personal property on the Property in a manner that is inconsistent with the load
 265 limits of the Property. Tenant shall consult Landlord before placing any heavy furniture, file cabinets, or other
 266 equipment in the Property.
- 267 F. If Landlord provides electricity and/or natural gas hereunder, Landlord shall provide heating and air conditioning to
 268 the Property between N/A a.m. and N/A p.m., Monday through Friday (*excluding Holidays*); between
 269 N/A a.m. and N/A p.m., Saturday; and between N/A a.m. and N/A p.m. Sunday as
 270 applicable. Tenant shall notify Landlord by 4:00 p.m. of the preceding business day of any requests for overtime
 271 heating and air conditioning. Landlord may charge Tenant its reasonable costs of providing such overtime heating
 272 and air conditioning.
- 273 G. Tenant shall not, without Landlord's prior consent, use any equipment which uses electric current in excess of 110
 274 volts, which will increase the amount of electricity ordinarily furnished for use of the Property as herein designated,
 275 or which requires clean circuits or other distribution circuits.
- 276 H. Landlord may establish additional reasonable Rules and Regulations concerning the maintenance, use, and operation
 277 of the Property. A copy of any current additional Rules and Regulations are attached in Exhibit N/A and are a part
 278 of this Lease. Amendments and additions to the Rules and Regulations shall be effective upon delivery of a copy
 279 thereof to Tenant and do not require Tenant's signature to be effective.
- 280 **16. Abandonment or Vacating the Property.**
 281 A. **Abandonment.** If Tenant removes or attempts to remove personal property from the Property other than in the
 282 usual course of continuing occupancy, without having first paid Landlord all monies due, the Property may be
 283 considered abandoned. In the event of abandonment, Landlord shall have the right to terminate the Lease.
- 284 B. **Vacating Premises.** If Tenant removes personal property from the Property and/or ceases to do business at the
 285 Property before the termination of this Lease and any extensions thereof, Tenant shall be in default of this Lease.
 286 Landlord shall then have the right to exercise any of his remedies as contained herein or as available at law.
- 287 **17. Estoppel Certificate.** Tenant shall, from time to time, upon Landlord's request execute, acknowledge, and deliver to
 288 Landlord, within ten (10) days of such request, a certificate certifying: (a) that this Lease is unmodified and in full force
 289 and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the
 290 nature thereof); (b) that to the best of its knowledge there are no uncured defects on the part of the Landlord (or if any
 291 such defaults exist, a specific description thereof); (c) the date to which any Rents or other charges have been paid in
 292 advance; and (d) any other reasonable matters requested by Landlord. Landlord and any prospective purchaser or
 293 transferee of Landlord's interest hereunder or any then existing or prospective mortgagee or grantee of any deed to
 294 secure debt may rely on such certificates.
- 295 **18. Alteration and Improvements.** Tenant shall not make or allow to be made any alterations, physical additions, or
 296 improvements in or to the Property without first obtaining Landlord's prior written consent. Landlord may grant or
 297 withhold such consent within its reasonable discretion and may impose reasonable discretion upon its consent. All costs
 298 of any such alteration, addition, or improvement shall be borne by Tenant, unless otherwise agreed in writing. The
 299 provisions of the Work Letter, attached hereto as Exhibit _____ and a part of this Lease, shall govern any alterations or
 300 improvements to be performed prior to the Commencement Date of this Lease. Upon the Expiration Date of this Lease
 301 and any renewal terms or Hold Over periods, Tenant agrees to return the Property, at Landlord's sole discretion, in its
 302 original condition, normal wear and tear excepted.

- 303 **19. Destruction of Property.**
 304 A. If earthquake, fire, storm, or other casualty shall totally destroy (or so substantially damage as to be untenable)
 305 the Property, Rent shall abate from the date of such destruction. Landlord, at his sole discretion, shall have the right

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306 to determine whether restoration of the Property will be undertaken. Landlord shall have sixty (60) days OR N/A
307 N/A days from date of destruction to provide notice to Tenant as to whether restoration shall be undertaken.

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

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

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

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

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

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

341 Tenant shall comply with all rules and regulations applicable to the Property issued by the Tennessee Board of Fire
342 Prevention or by any body hereinafter constituted exercising similar functions. Tenant shall not intentionally do
343 anything, or permit anything to be done, on or about the Property that might adversely affect, contravene, or impair any
344 policies of insurance that are in force for the Property or any part thereof. Tenant shall pay all costs, damages, expenses,
345 claims, fines or penalties incurred by Landlord or Tenant because of Tenant's failure to comply with this Paragraph.
346 Tenant indemnifies Landlord from all liability with reference thereto. [Check all that apply. The sections not marked
347 shall not be part of this Agreement]:

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

355 B. Fire and Extended Coverage Insurance (or reasonable equivalent thereto). Such insurance shall cover
356 Tenant's interest in its improvements to the Property, and all furniture, equipment, supplies, inventory, and
357 other property owned, leased, held or possessed by it and contained therein. Such insurance coverage shall be in
358 an amount equal to not less than _____ percent) of full replacement cost as
359 updated from time to time during the Term of the Lease or any extensions thereof or Hold Over periods. Tenant

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- 360 shall promptly provide Landlord written notice in the event of any damages to persons or property occurring on
361 the Property from fire, accident, or any other casualty.
- 362 C. **Worker's Compensation Insurance (or reasonable equivalent thereto).** Such insurance shall include
363 coverage as required by applicable law.
- 364 D. **Contractors Insurance (or reasonable equivalent thereto).** If Tenant engages any contractor or
365 subcontractor to construct improvements or perform any other work on the Property, Tenant shall require that
366 such contractor or subcontractor have in force commercial general liability insurance, including personal injury
367 coverage, contractual liability coverage, completed operations coverage, property damage endorsement, and, for
368 any work which is subcontracted, contractors' protective liability coverage, insuring against any and all liability
369 for injury to or death of a person or persons and for damage to property occasioned by or arising out of such
370 work. The limits of such policy for both damage to property and bodily injury to be in such amounts as
371 Landlord may from time to time reasonably require, but in any event not less than
372 N/A Dollars (\$ N/A) for each
373 occurrence. Any such contractor or subcontractor shall also be required to maintain workers' compensation
374 insurance as required by applicable law.
- 375 E. **Plate Glass Insurance (or reasonable equivalent thereto).** Such insurance shall cover all plate glass and any
376 glass signage located on the Property.
- 377 21. **Taxes.** Tenant shall pay any and all taxes (including assessments and license fees) assessed or imposed upon Tenant's
378 fixtures, furniture, appliances, and personal property located in the Property. *[Check all that apply. The sections not*
379 *marked shall not be part of this Agreement]:*
- 380 A. **Landlord Pays All Property Taxes.** Landlord shall pay all Property Taxes levied against the Property. Tenant
381 shall not pay any Property Taxes levied against the Property.
- 382 B. **Tenant Shall Pay Property Taxes.**
- 383 C. **Tenant Pays Increases in Property Taxes.** In addition to other rent payments specified in this Lease, Tenant
384 shall pay as Additional Rent the amount by which all Property Taxes on the Property for each tax year exceeds
385 taxes on the Property for the tax year N/A. On or before the first (1st) day of the Term of this Lease,
386 Landlord will provide Tenant written notice of Landlord's estimate of the Additional Rent payable under this
387 subparagraph. During December of each calendar year or as soon as practicable, Landlord will give Tenant
388 written notice of its estimate of payments to be made for the ensuing calendar year. On the first (1st) day of
389 each month during the Term of the Lease, Tenant will pay one-twelfth (1/12) of the estimated amount in the
390 manner provided in the Rent Paragraph. If notice is not given in December, Tenant will continue to pay on the
391 basis of the prior year's estimate until the month after the notice given. Within ninety (90) days after the close
392 of each calendar year or as soon as practicable thereafter, Landlord will deliver to Tenant (1) a statement of
393 Property Taxes for the calendar year certified by certified public accountants designated by Landlord and (2) a
394 statement of the payments made or to be made for the calendar year that has been prepared on the basis of the
395 certified statement. If on the basis of those statements Tenant owes an amount that is less than the estimated
396 payments for the calendar year previously made by the Tenant, Landlord will pay Tenant the amount of the
397 overpayment within thirty (30) days after delivery of those statements. If on the basis of those statements
398 Tenant owes an amount that is more than the estimated payments for such calendar year previously made by
399 Tenant, Tenant will pay the deficiency to Landlord within thirty (30) days after delivery of those statements. If
400 the Lease commences on a day other than the first (1st) day of the calendar year or ends on a day other than the
401 last day of a calendar year, the amounts payable under this subparagraph shall be prorated.
- 402 22. **Condemnation.** If all or any part of the Property is taken or appropriated by any public or quasi-public authority under
403 the power of eminent domain, and if the remaining portion of the Property is thereby rendered untenable or unusable
404 for the purposes herein stated, this Lease shall terminate when the condemning authority takes possession, and any Rent
405 paid for any period beyond possession by the condemning authority shall be repaid to Tenant. Landlord shall receive the
406 entire condemnation award without deduction therefrom for any interest of Tenant in the Property, but Tenant shall have
407 the right to make a separate claim with the condemning authority for, and to receive therefrom, (a) any moving expenses
408 incurred by Tenant as a result of such condemnation; (b) any costs incurred or paid by Tenant in connection with any
409 alteration or improvement made by Tenant to the Property; (c) the value of Tenant's personal property taken; (d)
410 Tenant's loss of business income; and (e) any other separate claim which Tenant may be permitted to make under
411 applicable law, provided that such other separate claims shall not reduce or adversely affect the amount of Landlord's
412 award.



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

433 24. Agency and Brokerage.

434 A. Agency.

- 435 (1) In this Agreement, the term "Broker" shall mean a licensed Tennessee real estate broker or brokerage firm and,
436 where the context would indicate, the broker's affiliated licensees. No Broker in this transaction shall owe any
437 duty to Tenant or Landlord greater than what is set forth in their broker engagements, the Tennessee Real Estate
438 Broker License Act of 1973, as amended, and the Tennessee Real Estate Commission Rules, as amended;
- 439 (2) Landlord and Tenant acknowledge that if they are not represented by a Broker they are each solely responsible
440 for their own interests, and that Broker's role is limited to performing ministerial acts for that unrepresented
441 party;
- 442 (3) The Broker, if any, working with the Landlord is identified on the signature page as the "Listing Broker"; and
443 said Broker is, OR, is not representing the Landlord;
- 444 (4) The Broker, if any, working with the Tenant is identified on the signature page as the "Leasing Broker", and
445 said Broker is, OR, is not, representing the Tenant; and
- 446 (5) If Tenant and Landlord are both being represented by the same Broker, a relationship of either designated
447 agency, OR, facilitator, OR, dual agency shall exist.
- 448 (a) Designated Agency Assignment. [Applicable only if designated agency had been selected above].
449 The Broker has assigned affiliate licensee N/A to work
450 exclusively with Tenant as Tenant's Designated Agent and affiliate licensee
451 N/A to work exclusively with Landlord as Landlord's Designated
452 Agent. Each Designated Agent shall exclusively represent the party to whom each has been assigned as a
453 client and shall not represent in this transaction the client assigned to the other Designated Agent.
- 454 (b) Facilitator. [Applicable only if facilitator has been selected above] The licensee is not working as an
455 agent for either party in this consumer's prospective transaction. A Facilitator may advise either or both of
456 the parties to a transaction but cannot be considered a representative or advocate of either party.
457 "Transaction Broker" may be used synonymously with, or in lieu of, "Facilitator" as used in any
458 disclosures, forms or agreements. [By law, any licensee or company who has not entered into a written
459 agency agreement with either party in the transaction is considered a Facilitator or Transaction Broker until
460 such time as an agency agreement is established.]
- 461 (c) Dual Agency Disclosure. [Applicable only if dual agency has been selected above.] Landlord and Tenant
462 are aware that Broker is acting as a dual agent in this transaction and consent to the same. Landlord and
463 Tenant have been advised that:
- 464 1. In serving as a dual agent the Broker is representing two clients whose interests are, or at times could
465 be, different or even adverse;



- 466 2. The Broker will disclose all adverse, material facts relevant to the transaction, and actually known to
 467 the dual agent, to all parties in the transaction except for information made confidential by request or
 468 instructions from another client which is not otherwise required to be disclosed by law;
 469 3. The Landlord and Tenant do not have to consent to dual agency; and
 470 4. The consent of the Landlord and Tenant to dual agency has been given voluntarily and the parties have
 471 read and understand their brokerage engagement agreements.
 472 5. Notwithstanding any provision to the contrary contained herein, Landlord and Tenant each hereby
 473 direct Broker, if acting as a dual agent, to keep confidential and not reveal to the other party any
 474 information which could materially and adversely affect their negotiating position, unless required to
 475 disclose by law.

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

481 Landlord's Initials _____ Tenant's Initials _____

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

- 487 Negotiated by separate written agreement.
 488 \$ N/A or — % of the total Base Rent to be paid under the Lease, which shall be due and
 489 payable upon occupancy.
 490 \$ N/A or — % of Base Rents, which shall be due and payable upon a Tenant's monthly
 491 payment of Rent in the manner provided in the Rent Paragraph above. Said Commission shall be paid for the
 492 entire Term of the Lease or any extensions thereof or any Hold Over Period, regardless of any breach of this
 493 Lease by any party.
 494 \$ N/A OR — % of Base Rent Payable as follows:
 495 N/A % of Commission upon lease execution.
 496 N/A % upon Rent commencement or — % upon occupancy.
 497 plus — % of Base Rent on any renewals and/or extensions thereof payable on the 1st day of renewal or
 498 extension period
 499 Other
 500 No Brokers
 501

502
 503 In the event the Lease is made in cooperation with another Broker listed below as the Leasing Broker, the Listing
 504 Broker shall receive N/A % of the total real estate commission paid hereunder and the Leasing Broker shall receive
 505 N/A % of the total real estate commission paid hereunder. In the event Tenant and/or Landlord fail or refuse to
 506 perform any of their obligations herein, the non-performing party shall immediately pay the Listing Broker and the
 507 Leasing Broker their full commissions. The Listing real estate firm and Leasing real estate firm may jointly or
 508 independently pursue the non-performing party for that portion of the commission which they would have otherwise
 509 received under the Lease.

510 25. Other Provisions.

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



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- K. **Severability.** If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.
- L. **Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine shall mean the feminine and vice versa, and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property. In the event a performance deadline occurs on a Saturday, Sunday or legal holiday, the performance deadline shall extend to the next following business day. Holidays as used herein are those days deemed federal holidays pursuant to 5 U.S.C. § 6103.
- M. **Construction.** This Agreement or any uncertainty or ambiguity herein shall not be construed against any party but shall be construed as if all parties to this Agreement jointly prepared this Agreement.
- N. **Equal Opportunity.** This Property is being leased without regard to race, color, sex, religion, handicap, familial status, or national origin.

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

27. **Exhibits.** All exhibits attached hereto, listed below or referenced herein are made a part of this Lease. If any such exhibit conflicts with any preceding paragraph, said exhibit shall control.
None

28. **Special Stipulations.** The following Special Stipulations, if conflicting with any preceding paragraph, shall control:

(Mark box if additional pages are attached.)

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C. Definitions.

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

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

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

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

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

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

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

Landlord's address:
2382 Fairview Blvd
Fairview, TN 37062

 Fax # _____
 Email _____

Tenant's address:
2382 Fairview Blvd
Fairview, TN 37062

 Fax # _____
 Email _____

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

This form is copyrighted and may only be used in real estate transactions in which Erica Taylor is involved as a TAR authorized user. Unauthorized use of the form may result in legal sanctions being brought against the user and should be reported to the Tennessee Association of Realtors® at (615) 221-2477.



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

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

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

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

633 <u>FARVIEW EQUUS AND FINE WINE, LLC</u>	
634 <u>TENANT</u>	<u>TENANT</u>
635 By: <u>[Signature]</u>	By: _____
636 <u>MANAGING MEMBER</u>	_____
637 Title	Title
638 <u>Nov 13</u> at <u>2:00</u> o'clock <input type="checkbox"/> am/ <input checked="" type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
639 Date	Date
640 _____	_____
641 PRINT/TYPE NAME	PRINT/TYPE NAME
642 <u>GRAND CENTRAL STATION PARTNERSHIP</u>	
643 <u>LANDLORD</u>	<u>LANDLORD</u>
644 By: <u>[Signature]</u>	By: _____
645 <u>[Signature]</u>	_____
646 Title	Title
647 <u>Nov 13 2014</u> at <u>2:</u> o'clock <input type="checkbox"/> am/ <input checked="" type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
648 Date	Date
649 _____	_____
650 PRINT/TYPE NAME	PRINT/TYPE NAME
651 Emergency # for repairs	Emergency # for repairs

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

655 <u>N/A</u>	
656 BY: Broker or Licensee Authorized by Broker	Leasing Broker/Firm
657 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
658 Date	Date
659 _____	_____
660 PRINT/TYPE NAME:	PRINT/TYPE NAME

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

662 <u>N/A</u>	
663 BY: Broker or Licensee Authorized by Broker	Listing Broker/Firm
664 _____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm	_____ at _____ o'clock <input type="checkbox"/> am/ <input type="checkbox"/> pm
665 Date	Date
666 _____	_____
667 PRINT/TYPE NAME:	PRINT/TYPE NAME

CITY OF FAIRVIEW, TENNESSEE

RESOLUTION NO. 23-15

A RESOLUTION AUTHORIZING THE ISSUANCE SALE AND PAYMENT OF GENERAL FUND TAX ANTICIPATION NOTES NOT TO EXCEED FOUR HUNDRED THREE THOUSAND EIGHT HUNDRED ELEVEN (\$403,811.00) DOLLARS.

WHEREAS, the Board of Commissioners (the Governing Body) of the City of Fairview, Tennessee, (the "Local Government") has determined that it is necessary and desirable to borrow a limited amount of funds to meet appropriations made for the General Fund (the "Fund") for the current fiscal year, being July 1, 2015, through June 30, 2016, inclusive, (the "Fiscal Year"), in anticipation of the collection of taxes and revenues for the Fund during the Fiscal Year; and

WHEREAS, under the provisions of **Part I, IV, and VIII of Title 9. Chapter 21, Tennessee Code Annotated (the "Act")**, local governments in Tennessee are authorized to issue and sell interest-bearing tax anticipation notes for revenues not yet collected for the Fund in amounts not exceeding sixty percent (60%) of the Fund appropriation for the fiscal Year upon the approval of the Comptroller of the Treasury or Comptroller's Designee; and

WHEREAS, the Governing Body finds that it is advantageous to the Local Government to authorize the issuance and sale of tax anticipation notes;

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the City of, Tennessee, as follows:

Section I. That, for the purpose of providing funds to meet certain appropriations for the Fiscal Year, the Chief Executive Officer of the Local Government is

hereby authorized in accordance with the terms of this Resolution to issue and sell interest-bearing tax anticipation notes in a principal amount not to exceed Four Hundred Three Thousand Eight Hundred Eleven (\$403,811.00) Dollars (the "Notes") at either a competitive public sale or at a private negotiated sale upon approval of the Comptroller of the Treasury or Comptroller's Designee pursuant to the terms, provisions, and conditions permitted by law. The Notes shall be designated

"Tax Anticipation Notes, Series 2015"; shall be numbered serially from 1 upwards; shall be dated as of the date of issuance; shall be in denomination(s) as agreed upon with the purchaser; shall be sold at not less than par value and accrued interest; and shall bear interest at a rate or rates not to exceed three and one quarter per cent (3.25 %) per annum, and in no event shall the rate exceed the legal limit provided by law.

Section 2. That, the sum of the principal amount of the Notes, together with the principal amount or amounts of any prior tax anticipation notes issued during the Fiscal Year, does not exceed estimated revenues to be collected or **sixty percent (60%)** of the Fund appropriation for the Fiscal Year.

Section 3. That, the Notes may be renewed from time to time and money may be borrowed from time to time for the payment of any indebtedness evidenced by the Notes; provided, that the Notes and any renewal notes shall mature and be paid in full without renewal on or before the end of the Fiscal Year. If the Local Government overestimates the amount of taxes and revenue collected for the Fiscal Year and it becomes impossible to retire the Notes and all renewal notes

prior to the close of the Fiscal Year, then the Local Government shall apply to the Comptroller of the Treasury or Comptroller's Designee within ten (10) days prior to the close of the Fiscal year for permission to issue funding bonds to cover the unpaid Notes in the manner provided by **Title 9, Chapter II of Tennessee Code Annotated** or as otherwise provided for in a manner approved by the Comptroller of the Treasury or Comptroller's Designee.

Section 4. That, the Notes shall be secured solely by the receipt of taxes and revenues by the fund during the Fiscal Year.

Section 5. That, the Notes shall be subject to redemption at the option of the Local government, in whole or in part, at any time, at the principal amount and accrued interest to the date of redemption without a premium.

Section 6. That, the Notes shall be executed in the name of the Local Government and bear the manual signature of the chief executive officer of the Local Government and the manual signature of the Mayor with the Local Government seal affixed thereon; and shall be payable as to principal and interest at the office of the City Recorder of the Local Government or the paying agent duly appointed by the Local Government. Proceeds of the Notes shall be deposited with the City Recorder of the Local Government and shall be paid out for the purpose of meeting Fund appropriations made for the Fiscal Year in anticipation of the collection of revenues and taxes pursuant to this Resolution and as required by law.

Section 7. That, the Notes shall be in substantially the form authorized by the State Comptroller of the Treasury or Comptroller's Designee and shall recite that

the Notes are issued pursuant to **Title 9, Chapter 21, Tennessee Code Annotated** which is **Attachment 1** to this resolution.

Section 8. That the Notes shall be sold only after the receipt of the approval of the Comptroller of the Treasury or Comptroller's Designee for the sale of the Notes.

Section 9. That, if any of the Notes shall remain unpaid at the end of the fiscal year of issue, then the unpaid Notes shall be retired from the funds of the Local Government or be converted into bonds pursuant to **Chapter 11 of Title 9 of the Tennessee Code Annotated**, or any other law, or be otherwise liquidated as approved by the Comptroller of the Treasury or Comptroller's Designee.

Section 10. That, all orders or resolutions in connect with this Resolution are hereby repealed insofar as such conflict exists and this Resolution shall become effective immediately upon its passage.

Duly passed and approved this _____ day of _____ 2015.

MAYOR

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY

Attachment 1

Registered	City of Fairview	Registered
Note # _____	Tennessee	<u>\$ 403,811.00</u>
DATED	INTEREST RATE	MATURITY DATE
_____	<u>3.25%</u>	<u>June 30, 2016</u>

The Board of Commissioner of the City of Fairview, Tennessee (the "Local Government") of the State of Tennessee hereby acknowledges itself indebted, and for value received hereby promises to pay bearer the sum of (\$ 403,811.00) Dollars (the "Principal Sum") on or before the Maturity Date (specified above) (unless this note shall have been duly called for prior redemption and payment of the redemption price shall have been duly made or provided for), upon presentation and surrender by the registered owner to the Local Government or its agent, and to pay from the date hereon interest on the Principal Sum on June 30, 2016 , at the Interest Rate per annum (specified above), by check or draft mailed to the registered owner, at the address below by the maturity date above. Both principal of and interest on this note are payable at the office of the Recorder of the City of Fairview, Tennessee or a paying agent duly appointed by the Local Government in lawful money of the United States of America.

This note is secured solely by the receipt of taxes and revenues to be received by the General Revenue Account of the City of Fairview, Tennessee (the "Fund") during the current fiscal year of the Local Government, being July 1,2015 through June 30, 2016, inclusive (the "Fiscal Year").

This note is subject to redemption prior to its stated maturity in whole or in part at any time at the option of the Local Government upon payment of the principal amount of the note together with the interest accrued thereon to the date of redemption without a premium.

This note is issued under the authority of Parts I, IV, and VIII of Title 9, Chapter 21, Tennessee Code Annotated, and a resolution duly adopted by the Local Government on _____, 2015, (Resolution No. 23-15) to provide funds in anticipation of the collection of taxes and revenues for the Fund during the Fiscal Year in an amount not exceeding sixty percent (60%) of the total Fund appropriations for the Fiscal Year. The Maturity Date specified above shall not exceed the end of the Fiscal Year.

Title 9, Chapter 21, Section 117, Tennessee Code Annotated provides that this note and interest thereon are exempt from taxation by the State of Tennessee or by

any county, municipality or taxing district of the State, except for inheritance, transfer and estate taxes and except as otherwise provided under the laws of the State of Tennessee.

IT IS HEREBY Certified, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Tennessee, and that the amount of this note, together with all other indebtedness of the Local Government, does not exceed any constitutional or statutory limitation thereon, and that this note is within every constitutional and statutory limitation.

IN WITNESS WHEREOF, the Governing Body of the Local Government has caused this note to be executed in the name of the Local Government by the manual signature of the Mayor, and countersigned and attested by the manual signature of the City Recorder, with the Seal of the Local Government affixed hereto or imprinted hereon, and this note to be dated as of the _____ day of _____, 2015.

Duly passed and approved this _____ of _____, 2015.

MAYOR

ATTEST:

CITY RECORDER

APPROVED AS TO FORM:

CITY ATTORNEY