

after we review receipts and inspect the work. In-kind work performed by the applicant will not be eligible for reimbursement.

The applicant is responsible for documenting all expenses and submitting receipts to the DMC after the project is complete. All work must be consistent with the approved grant application and the DMC must approve any changes in work scope or materials in advance of that work being performed.

Please note that an approved grant may be canceled if your project has not started within six months of the date it was approved. The project must be completed within one year of the date it was approved by the CCDC.

APPENDIX I: GRANT APPLICATION

Date of Application:	September 9, 2024
Building/Property Address:	724 N Bellevue
Applicant's Name:	Reginald Randolph
Ownership Status: (check all that apply)	<input checked="" type="checkbox"/> I own the property <input type="checkbox"/> I am purchasing the property <input type="checkbox"/> I lease the property <input type="checkbox"/> Other _____
If you lease the property, when does your lease expire?	N/A
Primary Project Contact:	Name: Reginald Randolph
	Phone: 901-650-2972 Email: randolphrdr@yahoo.com
	Mailing Address: 724 N Bellevue

Proposed Improvements: (check all that apply)	<input checked="" type="checkbox"/> Exterior building repair <input type="checkbox"/> Tuck-pointing/masonry <input checked="" type="checkbox"/> Exterior painting <input checked="" type="checkbox"/> Exterior signage <input type="checkbox"/> New awning(s) <input checked="" type="checkbox"/> Fencing <input checked="" type="checkbox"/> Landscaping	<input type="checkbox"/> Sidewalk repair <input type="checkbox"/> Door repair/replacement <input checked="" type="checkbox"/> Window repair/replacement <input type="checkbox"/> Storefront repair/replacement <input checked="" type="checkbox"/> Exterior lighting <input type="checkbox"/> Public art <input checked="" type="checkbox"/> Other (describe below)
If you listed <i>Other</i> above, Please briefly describe	<p>My goal is to increase food stability in the community of Smokey City, Klondike & Uptown. I 'am aiming to fight hunger by targeting communities facing high rates of food insecurities.</p>	
Project Goals: Why are you applying for the grant? What positive impacts do you anticipate for your business and the neighborhood?	<p>I'm applying for this grant because it provides valuable resources to ensure my project is carried out in a timely manner.</p> <p>The Northside Grill will be one of the first fast-foods in the community to highlight turkey legs on its menu. While being in a food desert, Northside Grill will sale products that are a good source of protein, vitamins & minerals.</p>	
Architect (if applicable)	Name: Company:	Phone:
Total Project Budget:	\$30,600	
Total Grant Requested:	\$25,000	
Property Owner: (If not the applicant)	Name:	
	Phone:	Email:
	Mailing Address:	

Applicant's Certification:	<p>This application is made in order to induce the CCDC to grant financial incentives to the applicant. The applicant hereby represents that all statements contained herein are true and correct. All information materially significant to the CCDC in its consideration of the application is included. The applicant acknowledges that it has reviewed the descriptions of the CCDC financial program for which it is applying and agrees to comply with those policies. The applicant shall also be required to show best faith efforts with regard to the employment of minority contractors. The applicant specifically agrees to pay all reasonable costs, fees and expenses incurred by the CCDC whether or not the incentive is granted or project completed.</p> <p style="text-align: right;"><i>Reginald Randolph</i></p>
	<p style="text-align: right;">9/10/24</p> <hr/> <p>Signature: _____ Date: _____</p>

Attachments

In addition to this completed and signed application, don't forget to include the following attachments when you submit your grant request:

- Photograph(s) showing all sides of the building or property facing a public street
- Drawing(s) showing proposed improvements
- Itemized budget for proposed improvements (example attached)
- Lease agreement and approval letter from property owner (if applicable)
- Equal Business Opportunity Program Proposed Utilization Plan (Form A attached)

Northside Grill GNG Budget

Item	Cost
Fencing	\$ 7,000
Landscaping	\$ 2,500
Sign	\$ 2,500
Windows	\$ 5,000
Exterior Lighting	\$ 1,500
Drive Thru Speaker Post	\$ 1,500
Drive Thru Presell Board	\$ 600
Exterior Painting	\$ 3,000
Exterior Commercial Door	\$ 3,500
Outdoor Seating	\$ 2,500
<hr/> Total	<hr/> \$ 29,600

Current Photos





After Proposed Improvements



COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (the "Lease") is entered into as of MAY 1, 2024 (the "Effective Date") between **BELLEVUE GP**, a Tennessee general partnership ("Landlord"), and **NORTHSIDE GRILL, LLC.**, a Tennessee limited liability company ("Tenant"). Landlord and Tenant are collectively referred to herein as the "Parties."

1. Premises. Landlord hereby leases exclusively to Tenant, and Tenant leases from Landlord, upon the terms and conditions set forth herein, the real properties situated in the City of Memphis, County of Shelby, State of Tennessee, and attached as Exhibit A (the "Premises") together with all rights, privileges, easements, appurtenances, and amenities belonging to or in any way pertaining to the Premises.
 - 1.1. Condition of Premises. It is agreed that Tenant will accept the Premises in its AS IS condition as of the Effective Date of this Lease, and Landlord shall in no event be responsible for, or obligated to make or perform, any Landlord's work or any other modifications or additions to the Premises (including, but not limited to, the existing heating, ventilating and air conditioning system or the existing plumbing and electrical systems) in order to bring the same into compliance with the requirements of presently existing building codes, ordinances and regulations, as the same may be applicable for Tenant's use of the Premises or Tenant's construction of any improvements therein, all of the same being hereby agreed to be Tenant's responsibility and expense.
 - 1.2. Early Access. If Landlord consents to Tenant's access of the Premises prior to the Commencement Date, such early entry shall be at Tenant's sole risk and subject to all the terms and conditions of this Lease as though the Commencement Date had occurred, except for payment of Yearly Base Rent and any additional rent (which shall commence on the Commencement Date). Any representative or employee of Tenant on or about the Premises prior to the Commencement Date shall be there at his or her sole risk. Tenant shall defend, indemnify and hold Landlord harmless from and against any and all claims (including, without limitation, attorneys' fees and expenses) of Tenant's agents, representatives, managers, contractors, employees or any other persons whomsoever arising out of death, injuries to person or damage to property occurring prior to the Commencement Date.
2. Term. The term ("Term") of this Lease shall be for the earlier of **one (1) year** commencing on **May 1, 2024** (the "Commencement Date"), and expiring on **May 1, 2025** (the "Expiration Date") or the completed transfer of the Premises to the Tenant from the Landlord for agreed upon consideration.
3. Use of Premises. Tenant shall use the Premises only in conformance with all applicable codes, laws, statutes, ordinances, rules, regulations, orders, covenants, and restrictions of record ("Laws") for a recreational gathering space and/or café area and for any other lawful purpose. Throughout the Term of this Lease, and extensions thereof, if any, Tenant shall faithfully and timely comply in all material respects with all applicable Laws and shall hold Landlord harmless and indemnify Landlord against any loss, expense, damage, attorneys' fees, claim or liability arising from the failure of Tenant to so perform or comply with any such Laws.
4. Rent. Tenant shall pay Landlord as rental for the use and occupancy of the Premise the sum specified below each month in advance on the first day of each year (the "Yearly Base Rent"), commencing on the Commencement Date and continuing through the Term of this Lease, together with such

additional rentals as are hereinafter specified. The Yearly Base Rent and any other amounts which Tenant is or becomes obligated to pay Landlord under this Lease are sometimes herein referred to collectively as "Rent", and all remedies applicable to the nonpayment of Rent shall be applicable thereto. Except as otherwise expressly provided herein, the Rent reserved hereunder shall be paid by Tenant without deduction, offset, prior notice, or demand at such a place or places as may be noticed from time-to-time by Landlord, and Landlord agrees to accept as rental for the use and occupancy of the Premises said amount, except as otherwise provided herein.

4.1. Yearly Base Rent. Tenant agrees to pay to Landlord "Yearly Base Rent" for the Premises, in advance, without demand, as follows:

<u>Years</u>	<u>Yearly Square Foot Rate</u>	<u>Yearly Base Rent</u>
0-1		\$1.00

4.2. Taxes. Landlord agrees to pay, prior to delinquency, all Shelby County and City of Memphis real property taxes and assessments that accrue against Premises during the Term of this Lease.

4.3. Security Deposit. None required under this lease.

5. Utilities. Tenant shall contract and pay for all charges for water, gas, electricity, and garbage services supplied to or consumed on the Premises. Tenant agrees to reimburse Landlord within ten (10) days of presentation for any such expenses for which Landlord may be billed.

6. Maintenance and Repair Obligations. Tenant agrees, at its sole cost and expense, to maintain in good order, condition, any structures currently constructed or those to be constructed on the premises, including but not limited to: roof (including roof membrane), walls, structural components of the shell, and foundations of the building. Tenant further agrees, at its sole cost and expense, to maintain said Premises (including the parking lot and landscaping surrounding the Premises) in good order, condition, and repair throughout the Term. At the expiration of the Term of this Lease or its earlier termination as provided herein, Tenant shall surrender the Premises in as good order and condition as when entered upon by it, ordinary wear and tear and casualty events excepted.

7. Insurance

7.1. Liability Insurance. Tenant agrees at its sole expense to procure and maintain during the Term of this Lease and any extensions thereof comprehensive public liability insurance covering liabilities related to the condition or use of the Premises, with limits of not less than One Million Dollars (\$1,000,000) for bodily injury or death as a result of any one occurrence and One Million Dollars (\$1,000,000) for damage to property. Landlord shall be named as an additional insured under Tenant's liability insurance.

7.2. Property Insurance. Tenant agrees to procure and maintain during the Term of this Lease and any extensions thereof "all risk" property coverage insurance on the Premises in the full amount of the replacement value of the Premises.

- 7.3. Personal Property Insurance and Waiver. Tenant, at Tenant's sole expense, shall maintain in full force and effect a policy or policies on all of its fixtures, equipment, leasehold improvements, and personal property on the Premises.
8. Waiver of Subrogation. Tenant and Landlord shall procure appropriate clauses in, or an endorsement to, any policy of "all risk" property insurance coverage or any other insurance policy required hereunder, pursuant to which the insurance company or companies waive all rights of subrogation against the other party with respect to losses payable under such policies. Landlord hereby waives any and all right of recovery which it might otherwise have against Tenant, its officers, directors, agents and employees, for loss or damage to the extent the same is covered by Landlord's insurance, notwithstanding that such loss or damage may result from the negligence or fault of Tenant, its officers, directors, agents or employees. Tenant hereby waives any and all right of recovery which it might otherwise have against Landlord, its officers, directors, agents and employees, for loss or damage to the extent that same is covered by Tenant's insurance, notwithstanding that such loss or damage may result from the negligence or fault of Landlord, its officers, directors, agents or employees.
9. Tenant's Waiver and Indemnity. Tenant shall save harmless, indemnify, defend, and protect Landlord, its officers, agents, and employees from all claims, suits, losses, damages, fines, penalties, liabilities, and expenses ("Claims") resulting from any actual or alleged injury (including death) of any person or from any actual or alleged loss of or damage to any property arising out of or in connection with: (a) the occupation, use, or improvement of the Premises by Tenant, its employees, agents, or contractors; (b) Tenant's breach of its obligations under this Lease; or (c) any act or omission of Tenant, its officers, employees, agents, contractors, licensees, subtenants, and/or assignees in, on, or about the Premises. Tenant agrees that the foregoing indemnity specifically covers actions brought by its own employees. This indemnity with respect to acts or omissions during the Term of this Lease shall survive the expiration or earlier termination of the Term. Tenant shall promptly notify Landlord of casualties or accidents occurring in, on, or about the Premises. Tenant and Landlord acknowledge that they specifically negotiated and agreed upon the indemnification provisions of this Section 9.
10. Inspection of Premises; Posting of Notices. Tenant shall permit Landlord and its agents to enter the Premises: (1) at all reasonable times upon reasonable notice received by Tenant at least forty-eight (24) hours prior to inspection unless there is an emergency situation, for the purpose of inspecting the same, posting notices of non-responsibility, making alterations, additions or repairs, or for any other lawful purpose; and (2) at any time within ninety (90) calendar days prior to the expiration of this Lease to place upon the Premises ordinary "for lease" signs.
11. Compliance With all Applicable Laws. Landlord shall, at its sole cost, comply with and observe all the requirements of all applicable laws now in force or which may hereafter be in force pertaining to the Premises, other than costs which result from the specific use of the Premises by Tenant. Tenant shall, at its sole cost, comply with and observe all the requirements of all applicable Laws now in force or which may hereafter be in force pertaining to its specific use and occupancy of the Premises.
12. Improvements and Alterations. In the event Tenant desires to make any improvements or alterations to the Premises in excess of Twenty-Five Thousand Dollars (\$25,000), Tenant shall be allowed to do so only after receiving the specific written consent of Landlord to such improvements both as to design and scope, which consent may not be unreasonably withheld, conditioned or delayed. The improvements shall be constructed in a good and workmanlike manner by Tenant, solely at Tenant's

expense. The construction of the improvements shall not be commenced until the delivery to Landlord of the following, which shall be reasonably satisfactory in form and substance to Landlord:

- a. Site Plan;
- b. Performance and labor and material payment bonds, naming Landlord as dual obligee;
- c. Copies of the final plans and specifications for the improvements;
- d. A construction contract or contracts providing for the complete construction of the improvements, including landscaping and paving, within twelve (12) months of the commencement of the construction thereof.

Tenant covenants and agrees with Landlord that any and all such improvements and alterations (other than Tenant's furniture, fixtures, equipment and other personal property items) made on any portion of the Premises shall, at the conclusion of the term hereof, become and remain the property of Landlord. Tenant agrees that upon the request of Landlord it will, at its own expense, cause any such improvements not claimed by Landlord to be removed from the Premises.

13. Mechanic's Liens. Tenant shall pay for all labor, services and materials used by or furnished to Tenant or any contractor employed by Tenant for any work of improvement to the Premises, whether or not the labor and materials relate to trade fixtures, at any time during the Term of this Lease or any extensions hereof, and Tenant shall hold Landlord and the Premises harmless and free from any liens, claims, liabilities, encumbrances, or judgments created or suffered with respect to any such work of improvement. Tenant shall take prompt action to secure removal of any lien filed against the Premises as a result of Tenant's actions.
14. Fixtures and Personal Property. Upon termination of this Lease, Tenant shall remove from the Premises all fixtures, equipment, and other personal property Tenant brought in or upon the Premises during Tenant's occupancy, and Tenant shall forthwith return the Premises to its condition as of the Commencement Date, ordinary wear and tear excepted, subject to Section 12 hereof.
15. Assignment and Subletting. Tenant shall not have the right to assign this Lease or to sublet the Premises, or any part thereof, without the prior written consent of Landlord, which shall not be unreasonably withheld. Any attempted assignment, subletting, transfer or encumbrance by Tenant in violation of the terms and covenants of this Paragraph shall be void. No assignment, subletting or other transfer, whether consented to by Landlord or not, or permitted hereunder, shall relieve Tenant of its liability hereunder.
16. Damage or Destruction. In the event the Premises are rendered untenable in whole or in part by fire, the elements, or other casualty, Landlord may elect, at Landlord's option, not to restore or rebuild the Premises and shall so notify Tenant, in which event Tenant shall vacate the Premises, and this Lease shall be terminated; or, in the alternative, Landlord shall notify Tenant, within thirty (30) calendar days after the notice of such casualty, that Landlord will rebuild or restore the Premises and that such work will be completed within one hundred eighty (180) days from the date of such notice of intent. If Landlord cannot restore or rebuild the Premises within one hundred eighty (180) days, then the Lease may be terminated at Tenant's option upon ten (10) calendar days' written notice to Landlord. During the period of untenability, Rent shall abate in the same ratio as the portion of the Premises rendered untenable bears to the whole of the Premises; provided, that if the damage is due to the negligence or willful act of Tenant, there shall be no abatement of Rent.
17. Condemnation. In the context of this Section 17 et seq. the following terms are defined:

- a. "Taking" means a taking of the Premises or damage related to the exercise of the power of eminent domain and includes a voluntary conveyance in lieu of court proceedings to any agency, authority, public utility, persons, or corporate entity empowered to condemn property.
 - b. "Total Taking" means the taking of the entire Premises or so much of the Premises as to prevent or substantially impair the use thereof by Tenant for the uses herein specified; provided, however, that in no event shall a taking of less than twenty percent (20%) of the Premises be considered a Total Taking.
 - c. "Partial Taking" means the taking of only a portion of the Premises which does not constitute a Total Taking.
 - d. "Date of Taking" means the date upon which title to the Premises, or a portion thereof, passes to and vests in the condemnor, or the effective date of any order for possession, if issued prior to the date title vests in the condemnor.
 - e. "Award" means the amount of any award made, consideration paid, or damages ordered as a result of a Taking.
 - f. The Parties agree that in the event of a Taking, all rights between them or in and to an Award shall be as set forth herein.
- 17.1. Total Taking. In the event of a Total Taking during the Term: (1) the rights of Tenant in and to the Premises shall cease and terminate as of the date of Taking; (2) Landlord shall refund to Tenant any prepaid rent; (3) Tenant shall pay to Landlord any rent or charges due Landlord under the Lease, prorated as of the Date of Taking; (4) Tenant shall receive from the Award those portions of the Award attributable to trade fixtures of Tenant and for moving expenses of Tenant; (5) the remainder of the Award shall be paid to and be the property of Landlord, and (6) Tenant and Landlord shall be released from any future liability unless same relates to Tenant's period of occupancy.
- 17.2. Partial Taking. In the event of a Partial Taking during the Term: (1) Tenant may elect to terminate as of the Date of Taking; (2) in the event Tenant does not elect to so terminate, the fixed Yearly Rent payable hereunder shall be proportionately reduced pro rata for the remainder of the Term as follows: the Yearly Base Rent after the Date of Taking shall be the product obtained by multiplying the Yearly Base Rent in effect prior to the Partial Taking by the quotient obtained by dividing the market value of the Premises after the Taking by the market value as reasonably determined by the three-appraisal method of the Premises prior to the Taking, whereunder Landlord and Tenant shall each designate and appoint a member of the Appraisal Institute who shall determine the market values of the Premises, including all buildings and other improvements thereon both prior to and after the Taking. In the event that the values of the Premises as determined by the two appraisals are within five percent (5%) of each other, the average of the values shown by the two appraisals shall constitute the respective market values. In the event that the values of the Premises as determined by the two appraisals are not within five percent (5%) of each other and the Parties cannot agree on the market values, the appraisers shall designate a third appraiser and the respective market values of the Premises, as determined by such third appraiser, shall be binding on the Parties and shall constitute the respective market values. Landlord

and Tenant shall each pay for the cost of the appraiser designated by such party and for one-half (1/2) of the costs of the third appraiser; (3) Tenant shall receive from the Award those portions of the Award attributable to trade fixtures of Tenant; and (4) the remainder of the Award shall be paid to and be the property of Landlord. In the event of a Partial Taking, if Tenant elects to terminate, it must do so by giving written notice to Landlord of such election within thirty (30) calendar days after the receipt by Tenant from landlord of written notice of such appropriation or taking.

18. Subordination. The rights of Tenant under this Lease shall be subject and subordinate to any mortgage (including a consolidated mortgage) or deed of trust constituting a lien on the Premises or any part thereof, whether such mortgage or deed of trust has heretofore been, or may hereafter be, placed upon the Premises by Landlord; provided, however, that so long as Tenant is not in default hereunder or a default has been cured within the periods set forth herein or provided by law, Tenant's right to quiet enjoyment of the Premises shall not be disturbed. Landlord shall obtain a non-disturbance agreement reflecting the foregoing from the current mortgagee and any future mortgages on the mortgagees' standard form for Tenant's benefit.
19. Tenant's Default. The occurrence of any one or more of the following events shall constitute a material breach and default ("Event of Default") of this Lease by Tenant:
 - 19.1. If Tenant fails to pay any Rent or any other sum which it is obligated to pay by any provision of this Lease, when and as due and payable hereunder;
 - 19.2. If Tenant fails to perform any of its other obligations under the provisions of this Lease and such failure is not cured within thirty (30) calendar days after Landlord gives Tenant written notice of same; provided, however, if it is not reasonably possible to perform such obligation within said thirty (30) calendar day period, Tenant shall not be in default hereunder so long as Tenant commences to cure such default within said thirty (30) calendar day period, and thereafter diligently prosecutes such cure to completion;
 - 19.3. Tenant's general assignment for the benefit of creditors or arrangement, composition, extension, or adjustment with its creditors;
 - 19.4. Tenant's filing of a voluntary petition for relief, or the filing of a petition against Tenant in a proceeding under the Federal Bankruptcy laws or other insolvency laws which is not withdrawn or dismissed within sixty (60) calendar days thereafter; or, under the provisions of any law providing for reorganization or winding up of corporations, the assumption by any court of competent jurisdiction, custody, or control of Tenant or any substantial part of its property, where such jurisdiction, custody, or control remains in force unrelinquished, unstayed, or unterminated for a period of sixty (60) calendar days; or
 - 19.5. In any proceeding or action in which Tenant is a party, the appointment of a trustee, receiver, agent, or custodian to take charge of the Premises or Tenant's property for the purpose of enforcing a lien against the Premises or Tenant's property.
20. Landlord's Remedies. Upon the occurrence of an Event of Default hereunder, and so long as such Event of Default is continuing, then in addition to any other rights or remedies Landlord may have at law, Landlord shall have the right, at Landlord's option, without further notice or demand of any kind, to do the following:

- 20.1. Cure such breach for the account and at the expense of Tenant, and such expense shall be an Additional Rent Charge due on the first of the following month; or
- 20.2. Re-enter the Premises, remove all persons therefrom, take possession of the Premises and remove all equipment, fixtures, and personal property therein at Tenant's risk and expense, and (1) terminate this Lease, or (2) without terminating the Lease or in any way affecting the rights and remedies of Landlord or the obligations of Tenant, re-let the whole or any part of the Premises, as agent for Tenant, upon such terms and conditions and for such term as Landlord may deem advisable, in which event the rents received shall first be applied to the costs and expenses of re-letting, including necessary renovation and alteration and any real estate commission incurred, and the balance of such rent shall be applied towards payment of all sums due or to become due to Landlord hereunder, and Tenant shall pay to Landlord Yearly any deficiency; however, Landlord shall not be required to pay any excess to Tenant; or
- 20.3. Continue this Lease in effect and collect any unpaid Rent or other charges which have heretofore accrued or which thereafter become due and payable.

In the event of any re-entry or retaking of possession by Landlord, Landlord shall have the right, but not the obligation, to remove all or any part of Tenant's property on the Premises and to place such property in storage at a public warehouse at the expense and risk of Tenant.

- 20.4. No Waiver. The waiver by Landlord of any Event of Default or of any other 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. Acceptance of Rent by Landlord subsequent to any Event of Default or breach hereof shall not be deemed a waiver of any preceding Event of Default or breach other than the failure to pay the particular Rent so accepted, regardless of Landlord's knowledge of any breach at the time of such acceptance of Rent. Landlord shall not be deemed to have waived any term, covenant, or condition of this Lease unless Landlord gives Tenant written notice of such waiver.
 - 20.5. Landlord's Right to Cure. If Tenant defaults in the performance of any of its obligations under this Lease, Landlord may (but shall not be obligated to), without waiving such default, perform the same for the account and at the expense of Tenant. Tenant shall pay Landlord all reasonable costs of such performance promptly upon receipt of a bill thereof.
 - 20.6. Survival. The remedies permitted under this Section 20 and Tenant's indemnities under Section 9 and Section 32.2 shall survive the termination of this Lease.
21. Damages Upon Default Termination. Should this Lease be terminated before the expiration of the Term by reason of Tenant's default as hereinabove provided, Landlord shall use reasonable efforts to relet the Demised Premises for such rental and upon such terms as Landlord is able to obtain, and, if the full Rent herein provided shall not be realized by Landlord, Tenant shall be liable for all damages sustained by Landlord, including, without limitation, deficiency in rent, reasonable attorney's fees, other collection costs, all court costs and all other expenses (including, without limitation, leasing fees) of placing the Demised Premises in rentable condition. Any damage or loss sustained by Landlord may be recovered by Landlord, at Landlord's option, at the time of the reletting, or in separate actions,

from time-to-time as said damage shall have been made more easily ascertainable, or at Landlord's option, may be deferred until the expiration of the Term, in which event the cause of action shall not be deemed to have accrued until the Lease Expiration Date.

22. Landlord's Default. If Landlord fails to perform any covenant, condition, or agreement contained in this Lease within thirty (30) calendar days after receipt of written notice from Tenant specifying a default and the relevant Lease provision, or if Landlord fails within that thirty-day period after notice to commence to cure any such default which can reasonably be cured within thirty (30) days, then at Tenant's option: (i) Tenant, by written notice to Landlord, may elect to terminate the Lease; or (ii) Landlord shall be liable to Tenant for any damages sustained by Tenant as a result of Landlord's breach which damages may be recovered, at Tenant's option, by offset against the next succeeding Rent Payments due hereunder.
23. Corporate Authority. Tenant warrants that all necessary corporate actions have been duly taken to permit Tenant to enter into this Lease, and that the undersigned officer has been duly authorized and instructed to execute this Lease.
24. Holding Over. If Tenant holds over occupying the Premises after the Lease Term ends ("Holdover"), then such holding over shall not be a renewal of this Lease, and Tenant shall be a tenant-at-sufferance. Tenant shall pay by the first day of each month one hundred fifty percent (150%) the amount of Rent and Additional Rent Charges due in the last full month immediately preceding the Holdover period and shall be liable for any and all damages, including any special, consequential, incidental damages, suffered by Landlord because of the Holdover.
25. Notices. Any notices required or desired to be given under this Lease shall be in writing with copies directed as indicated and shall be personally served or emailed or sent by certified or registered mail, return receipt requested. Any notice given by mail shall be deemed to have been given when five (5) days have elapsed from the time when such notice was deposited in the United States mail, certified and postage prepaid, addressed to the party to be served with a copy as indicated herein at the last address given by that party to the other party under the provisions of this Section 24. At the date of execution of this Lease, the addresses of Landlord and Tenant are as follows:

For Landlord:	314 A.W. WILLIS AVE., MEMPHIS, TN 38105
For Tenant:	779 DECATUR, MEMPHIS, TN 38107
26. Successors. The covenants and agreements contained in this Lease shall be binding on the Parties hereto and on their respective successors and assigns (to the extent the Lease is assignable).
27. Surrender of Lease Not Merger. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work as a merger and shall operate as an assignment to Landlord of any or all such subleases of subtenants.
28. Signage. Tenant shall have the right to place any signs on the Premises, providing installation is in compliance and in accordance with then existing building codes and governmental regulations.
29. Waste and Nuisance. Tenant shall not commit, or suffer to be committed, any waste upon the Premises, or any nuisance, or other acts or things which may disturb the quiet enjoyment of any occupants of neighboring properties.

30. Quiet Enjoyment. Provided that Tenant pays the Rent and performs all of its other covenants hereunder, Tenant shall have quiet and peaceful possession of the Premises as against any person claiming the same by, through, or under Landlord.
31. Right of First Refusal. In the event that Landlord elects to sell the Premises during the term of this Lease, Tenant shall have right of first refusal of the purchase of said Premises. Landlord agrees to notify Tenant in writing of any bona fide offer received for the purchase of the Premises ("Offer"). The notice shall include the material terms and conditions of the Offer, and Landlord shall provide such notice to Tenant within thirty (30) days of receiving the Offer. Tenant shall have thirty (30) days from the date of receipt of the notice to exercise its right of first refusal by providing written notice to Landlord of its intent to purchase the Property on the terms and conditions specified in the Offer.
32. Environmental Indemnity. In the context of this Section 32 et seq. the following terms are defined:
- a. "Environmental Laws" means those laws relating to the storage, use, generation, manufacture, release, discharge, or disposal of Hazardous Materials.
 - b. "Hazardous Materials" means: (i) petroleum and petroleum products, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) radioactive materials, (v) radon gas, or (vi) any chemical, material or substance defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "restricted hazardous waste", "toxic substances", or words of similar import, under any applicable laws, including, but not limited to, the Comprehensive Environmental Response Compensation and Liability Act, as amended, the Federal Water Pollution Act, as amended, the Resource Conservation and Recovery Act, as amended, and the Hazardous Materials Transportation Act, as amended.
 - c. "Laws" means all statutes, ordinances, orders, rules, and regulations of all federal, state, or local governmental agencies.
 - d. "Release" means the disposal, placement, or existence of any Hazardous Materials in, on, about or under the Premises in violation of any Environmental Laws.
- 32.1. Landlord's Representations. Landlord, to the best of its knowledge, hereby represents to Tenant that Landlord has no knowledge of any handling, storage, treatment, use, existence or release of Hazardous Materials on, in, under or about the Premises or any property adjacent to it. Landlord shall promptly notify Tenant in writing if Landlord obtains any such knowledge. Landlord represents and warrants that there are no underground storage tanks located on the Premises.
- 32.2. Tenant's Obligations.
- 32.2.1. Covenants. Neither Tenant nor its agents, employees, licensees, invitees or contractors shall cause or permit Hazardous Materials to be brought upon, kept, or used in, on, or about the Premises, except as permitted under and in compliance with all Environmental Laws. If Tenant obtains knowledge of the actual or suspected release of a Hazardous Material, then Tenant shall promptly notify Landlord of such actual or suspected release. Tenant shall immediately notify Landlord of any inquiry, test, investigation, or enforcement proceeding by or against Tenant involving a release. If Tenant or its agents, employees, licensees, invitees, or contractors shall cause or permit a release, then Tenant

shall promptly notify Landlord of such release and immediately begin investigation and remediation of such release, as required by all Environmental Laws.

32.2.2. Indemnification. If Tenant breaches any obligations set forth in Section 34.2(A), or if a release is caused or permitted by Tenant or its agents, employees, licensees, invitees, or contractors, and such release results in contamination of the Premises, then Tenant shall indemnify and defend Landlord (and Landlord's employees and agents) against, and protect and hold Landlord (and Landlord's employees and agents) harmless from any and all claims, actions, suits, proceedings, judgments, losses, costs, damages, liabilities (including, without limitation, sums paid in settlement of claims), fines, penalties, or expenses (including without limitation, reasonable attorneys' fees and disbursements, investigation and laboratory fees, and court costs and litigation expenses) that arise, either directly or indirectly, during or after the Term of this Lease as a result of such breach or contamination.

32.3. Landlord's Obligations.

32.3.1. Covenants. Neither Landlord nor its agents, employees, licensees, invitees, or contractors shall cause or permit Hazardous Materials to be brought upon, kept, or used in, on, or about the Premises, except as permitted under and in compliance with all Environmental Laws. If Landlord obtains knowledge of the actual or suspected release of a Hazardous Material, then Landlord shall promptly notify Tenant of such actual or suspected release.

32.3.2. Duty to Notify. If any of the representations made by Landlord in Section 32.1 above shall become untrue, then Landlord shall immediately notify Tenant of the facts that render such representations untrue. Landlord shall immediately notify Tenant of any inquiry, test, investigation or enforcement proceeding by or against Landlord involving a release. Within ten (10) business days after receipt by Landlord, Landlord shall provide to Tenant the results of any inquiry or investigation conducted to determine the presence of Hazardous Materials on, in, under or about the Premises.

32.3.3. Indemnification. Except for Hazardous Materials for which Tenant or its agents, employees, licenses, invitees, or contractors are responsible pursuant to Section 32.2, Landlord shall indemnify and defend Tenant (and Tenant's employees, agents, shareholders, officers and directors) against, and protect and hold Tenant (and Tenant's employees, agents, shareholders, officers and directors) harmless from all claims, actions, suits, proceedings, judgments, losses, costs, damages, liabilities (including, without limitation, sums paid in settlement of claims), fines, penalties or expenses (including, without limitation, reasonable attorneys' fees and disbursements and consultants' fees and disbursements, investigation and laboratory fees, court costs and litigation expenses), directly or indirectly resulting from, arising out of, or based upon a release, or the violation or alleged violation of any Environmental Laws or the existence of Hazardous Materials on the Premises. In furtherance and not in limitation of any of Tenant's rights hereunder, in the event that such indemnification is not promptly provided by Landlord, Tenant shall, at its option, be entitled to incur expenses on account thereof, without waiving any right to indemnification hereunder, and offset such expenses against any

amounts due and payable by Tenant to Landlord under this Lease. Landlord's obligations under this section shall survive the expiration or early termination of the Lease.

32.4. Termination. If any release of Hazardous Materials, or the clean-up of such release, materially interferes with Tenant's use or occupancy of the Premises (other than a release for which Tenant or its agents, employees, invitees, devisees, or contractors are responsible), then: (i) rent and all other charges payable under the Lease shall abate during the period of such interference (based on the extent to which Tenant's use of the Premises is impaired, as determined by Tenant in good faith); and (ii) if such interference continues for a period in excess of forty-five (45) calendar days or poses a health hazard to Tenant's employees for any period of time, then Tenant, at its option, may terminate this Lease.

33. Miscellaneous. The following miscellaneous provisions shall apply to the terms of this Lease generally.

33.1. Headings. The Section headings used in this Lease are for the purpose of convenience only. They shall not be construed to limit or to extend the meaning of any part of this Lease.

33.2. Landlord and Transfer. The term Landlord as used in this Lease, so far as the covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner at the time in question of the fee title of the Premises; and in the event of any transfer or transfers of the title of such fee, the Landlord herein named (and in case of any subsequent transfers or conveyances, the then grantors) shall, after the date of such transfer or conveyance, be automatically freed and relieved of all liability with respect to the performance thereafter of any covenants or obligations of Landlord contained in this Lease; provided, however, that any funds in the hands of Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be turned over to the grantee and such grantee has assumed all of Landlord's obligations under this Lease. It is intended hereby that the covenants and obligations contained in this Lease on the part of Landlord shall be binding upon each Landlord, its heirs, personal representatives, successors, and assigns only during its respective period of ownership. Landlord shall not be released from any claim by Tenant relating to events occurring prior to the transfer.

33.3. Attorneys' Fees. In the event either Party shall bring any action or legal proceeding for damages for an alleged breach of any provision of this Lease, to recover Rent, to terminate the tenancy of the Premises, or to enforce, protect, or establish any term or covenant of this Lease or right or remedy of either party, the prevailing Party shall be entitled to recover as a part of such action or proceeding reasonable attorneys' fees and court costs as may be fixed by the court or jury.

33.4. Counterparts; E-Signatures. Any executed copy of this Agreement shall be deemed an original for all purposes. An electronically or PDF-signed version of this Agreement shall be as effective and enforceable as a "wet-ink" original.

33.5. Time. Time is of the essence of this Lease.

- 33.6. Severability. In case any one or more of the provisions contained herein, except for the payment of Rent, shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any provision of this Lease, but this Lease shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. This Lease shall be construed and enforced in accordance with the laws of the State of Tennessee. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted.
- 33.7. Brokers. Tenant represents and warrants to Landlord that no broker or finder has been engaged by it in connection with any of the transactions contemplated by this Lease who represents Tenant and whose commission shall be paid by Landlord pursuant to the separate agreement. In the event of a claim for a broker's or finder's fee or commission in connection herewith other than the foregoing, then each Party hereto shall indemnify and defend the other from the same if it shall be based upon any agreement alleged to have been made by such party or any of its affiliates.
- 33.8. Exhibits. Exhibit A, as outlined in Section 1 shall be the only exhibit to this Lease.
- 33.9. Memorandum of Lease. This Lease is not in a recordable format. Tenant shall not record a Memorandum of Lease.
- 33.10. No Effect on Other Agreements. Nothing in this Agreement is intended or shall be deemed to amend, alter, modify, or have any effect whatsoever on any provisions of any other agreement between the Parties except as specifically provided in any such other agreement. By way of example only, and without limitation, nothing in this Agreement is intended or shall be deemed to amend, alter, modify, or have any effect on any Letter Agreements or corresponding documents to any Letter Agreements between the Parties.
- 33.11. Amendments. 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.

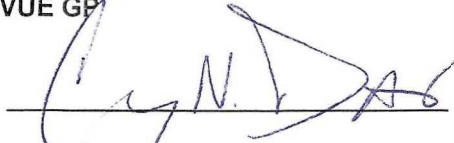
[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed by their duly authorized representatives as of the date first above written.

LANDLORD:

BELLEVUE GP

By:



Name:

Corey N. Davis

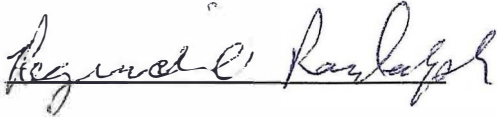
Title:

Authorized Person

TENANT:

NORTHSIDE GRILL, LLC.

By:



Name:

Reginald Randolph

Title:

Owner

EXHIBIT A

Parcel 1:

724 N BELLEVUE BLVD., MEMPHIS, TN 38107
Tax ID: 021092 00023

Parcel 2:

728 N BELLEVUE BLVD., MEMPHIS, TN 38107
Tax ID: 021092 00024