

**OAK RIDGE BEER PERMIT BOARD
REGULAR MEETING**

Municipal Building Training Room – Room 104
Monday, November 10, 2014
12:00 Noon

AGENDA

1. ATTENDANCE

2. APPROVAL OF MINUTES – October 7, 2014

3. APPLICATIONS FOR NEW BEER PERMITS AND ASSOCIATED MANAGER APPROVAL APPLICATIONS

Application #1508
Throttle Down Bar & Grill
Throttle Down Bar & Grill Inc., Owner
Larry Davidson, Manager
259 Warehouse Road
Class C Permit

Application #1509
Secret City Pies
Terry and Leisa Hope, Owners
Leisa Hope, Manager
979 Oak Ridge Turnpike
Class C Permit

4. NEW MANAGER APPROVAL APPLICATIONS

Kathryn Todd
New Manager
Red Lobster
359 S. Illinois Avenue

David P. Eckman
Replacement Manager
Arts Council of Oak Ridge
Events at Bissell Park

5. NEW / OLD BUSINESS
 - A. Reports from Oak Ridge Police Department (if any) – Information, Action May Be Taken

6. ADJOURNMENT

**MINUTES OF THE
OAK RIDGE BEER BOARD**
Regular Meeting and Show Cause Hearings

Municipal Building Courtroom
Tuesday, October 7, 2014
6:00 p.m.

PRESENT: Secretary Bailey, Colin Colverson, Theresa Scott, Debra Solmonson, and Wendy Williams

ABSENT: Chairman Randy Tedford and Darren Osborne

ALSO PRESENT: Tammy Dunn, Senior Staff Attorney / Staff Liaison to Board
Alan Massengill, Deputy Chief of Police

AUDIENCE MEMBERS: Michael Foster, Allies for Substance Abuse Prevention
John Huotari, Oak Ridge Today; Sara Wise, The Oak Ridger

TRANSCRIPTIONIST: Joan Roberts

ROLL CALL/ATTENDANCE

In the absence of the chair, Ms. Dunn called the meeting to order at 6:02 p.m. All members were present except Chairman Tedford and Darren Osborne both of whom notified the Legal Department of their expected absence.

ACTING CHAIRPERSON

Ms. Scott moved, seconded by Ms. Solmonson, to elect Secretary Bailey as the Acting Chairperson and the motion carried unanimously.

APPROVAL OF MINUTES

Acting Chairman Bailey moved, seconded by Mr. Colverson, to postpone approval of the minutes until after the conclusion of the show cause hearings and the motion carried unanimously.

APPLICATIONS FOR NEW BEER PERMITS AND ASSOCIATED MANAGER APPROVAL APPLICATIONS

Application #1506
Jefferson Terminal Bar
Gerald Lynn Britt, Owner/Manager
102 Jefferson Terminal Road
Class C Permit

Mr. Britt was present to discuss the beer permit application. Ms. Dunn explained the background check information and life safety compliance were pending, and, if approved, Mr. Britt would also need to show proof of the business name change and ownership. Mr. Britt explained he was just changing the business name. The Board discussed with Mr. Britt the importance of monitoring the parking lot, not over-serving, and checking IDs. Mr. Britt stated he understood and his employees have been trained through ASAP.

Mr. Colverson moved, seconded by Acting Chairman Bailey, to approve the beer permit and manager application subject to the background check, life safety inspection, and proof of ownership (name change) and the motion carried unanimously.

Application #1507

Ridge Runner's Bar & Grill
Pamela Dean Bunch, Owner/Manager
259 Warehouse Road
Class C Permit

Ms. Bunch was present to discuss her beer permit application, along with George Buxton, attorney for the property owner David Alison. The Board discussed with Ms. Bunch her experience in selling/serving beer and her training. When asked what the expected timeline was for opening this business, Ms. Bunch stated it was complicated. Mr. Buxton explained there was a detainer warrant for Mr. Robinette (current tenant at this location). Curtis Bell, attorney for Mr. Robinette, stated Mr. Robinette was in the first year of a five year lease with Mr. Alison, that court action was pending on the detainer warrant, and he felt Ms. Bunch had gotten "the cart before the horse" in applying for a beer permit at this location.

The Board explained their only role is to determine whether an applicant is qualified to hold a beer permit and whether they understand their responsibilities. It was also explained that a Board-approved beer permit is not valid unless and until the business opens under that business name, under the designated ownership, and at the designated location. Mr. Bell understood and thanked the Board for letting him speak.

The Board discussed with Ms. Bunch some prior concerns at this location—such as noise complaints—which Ms. Bunch said she was aware of.

Mr. Colverson moved, seconded by Acting Chairman Bailey, to approve the beer permit and manager application subject to the background check, life safety inspection, and proof of ownership and the motion carried by a vote of 4-to-0 with Ms. Williams abstaining from the vote.

NEW MANAGER APPROVAL APPLICATIONS

None

SHOW CAUSE HEARINGS

Show Cause Hearing # 2014-07

New China Palace
123 Central Avenue
Class "C" Permit #1475, Approved 4/8/13
Owner/Manager: Cheng Ping Ren

Mr. Ren and his attorney, James Normand, were present at the hearing. Acting Chairman Bailey swore in the witnesses and explained the reason for the hearing. Special Agent Derrick Dalton gave a brief synopsis of the Tennessee Alcoholic Beverage Commission's (TABC) June 9, 2014 minor compliance check where an employee of the New China Palace sold beer to an underage purchaser without checking the patron's ID. Special Agent Dalton stated this was a first offense and the \$1500 penalty was promptly paid to the TABC.

The agenda packet for the New China Palace hearing was placed as an exhibit to the transcript of the hearing, along with Mr. Ren's written response submitted to the Board during the hearing.

The Board, Mr. Ren, and Mr. Normand discussed the actions taken by the New China Palace in response to the sale of beer to an underage purchaser. The New China Palace implemented new policies, re-trained all employees through ASAP, and restricted the server to non-beer sales.

Ms. Solmonson moved, seconded by Ms. Scott, that the New China Palace had shown sufficient cause for the Board to not take any negative action against the beer permit and the motion carried unanimously.

Show Cause Hearing # 2014-08

Outback Steakhouse #4326

402 S. Illinois Avenue

Class "C" Permit #1427, Approved 5-9-11

Owner: Outback Steakhouse of Florida, LLC

Manager: Christopher Lynn Borden, Approved 2/10/14

Mr. Borden was present at the hearing. Acting Chairman Bailey swore in the witnesses and explained the reason for the hearing. Special Agent Derrick Dalton gave a brief synopsis of the Tennessee Alcoholic Beverage Commission's (TABC) June 9, 2014 minor compliance check where an employee of Outback sold beer to an underage purchaser after checking the patron's ID. Special Agent Dalton stated this was a first offense and the \$1500 penalty was promptly paid to the TABC.

The agenda packet for Outback hearing was placed as an exhibit to the transcript of the hearing, which included Mr. Borden's written response submitted to the Board in the agenda packet.

The Board and Mr. Borden discussed the actions taken by Outback in response to the sale of beer to an underage purchaser. Outback terminated the employee immediately due to their zero tolerance policy, implemented a new policy to require an ID for all alcohol purchases, partnered with Pouncey Partners with TopShelf for ID checking, discussed the ID policy at staff meetings, posted the policy in the restaurant for employees, and is utilizing the ID check guides.

Ms. Solmonson moved, seconded by Ms. Scott, that Outback had shown sufficient cause for the Board to not take any negative action against the beer permit and the motion carried unanimously.

Show Cause Hearing # 2014-09

Riverside Grill

100 Melton Lake Peninsula

Class "C" Permit #1454, Approved 5/14/12

Owners: Richard Chinn Jr. and Ryan Chinn

Manager: Eric Hux, Approved 5/14/12

Mr. Hux and Paul Delahunt (Director of Operations) were present at the hearing. Acting Chairman Bailey swore in the witnesses and explained the reason for the hearing. Special Agent Derrick Dalton gave a brief synopsis of the Tennessee Alcoholic Beverage Commission's (TABC) June 9, 2014 minor compliance check where an employee of Riverside sold beer to an underage purchaser without checking the patron's ID. Special Agent Dalton stated this was a second offense and a seven day suspension of the liquor license was imposed. Ms. Dunn explained this is a first offense before the Board.

The agenda packet for Riverside hearing was placed as an exhibit to the transcript of the hearing, which included Mr. Delahunt's written response submitted to the Board in the agenda packet.

The Board and Mr. Delahunt discussed the actions taken by Riverside in response to the sale of beer to an underage purchaser. Riverside terminated the employee immediately due to not respecting their policy, conducted a full staff meeting five days later, had employees sign the policies, now requires all patrons to show an ID when purchasing alcohol/beer, conducts spot checks by managers, and posted signage.

Ms. Scott moved, seconded by Mr. Colverson, that Riverside had shown sufficient cause for the Board to not take any negative action against the beer permit and the motion carried unanimously.

APPROVAL OF MINUTES

Acting Chairman Bailey moved, seconded by Mr. Solmonson, to approve the minutes for August 11, 2014; August 28, 2014; September 16, 2014 (two sets); and October 2, 2014; and the motion carried unanimously.

NEW / OLD BUSINESS

Reports from Oak Ridge Police Department (if any)

None

Lincoln's

At the Board's request, an update on the appeal filed by Lincoln's was given by Ms. Dunn. Ms. Dunn explained the Petition for Writ of Certiorari was filed by Lincoln's and the Chancellor signed the Agreed Order. Ms. Dunn stated a trial date had not been set yet.

Possible Change of Meeting Dates/Times

Acting Chairman Bailey moved, seconded by Ms. Scott, to table this discussion until all members could be present for discussion, and the motion carried unanimously.

ADJOURNMENT

The meeting adjourned at 7:40 p.m. upon motion of Acting Chairman Bailey, seconded by Mr. Colverson, and unanimously approved.

Respectfully submitted,

Barton Bailey, Secretary

**CITY OF OAK RIDGE, TENNESSEE
APPLICATION FOR BEER PERMIT**

Application for (check all that apply):

- manufacturer (Class A Permit) on-premises consumption (Class C Permit)
 hotel or club (Class D Permit) off-premises consumption (Class B Permit)

I hereby, as an owner or agent/representative of the business, make application to the Oak Ridge Beer Permit Board for a beer permit pursuant to the Oak Ridge City Code and Tennessee law. This application is based upon the following information:

1. Request is made for (check all that apply):

- new beer permit
 existing permit—name change existing permit—ownership change
 existing permit—change location existing permit—additional permit type

2. Name under which business will operate: THE OTTLE DOWN BAR & GRILL, INC

By Tennessee Code Annotated §57-5-103(a)(3)(C), a beer permit is only valid for the business operating under the name identified on the permit. A change in name will automatically invalidate the beer permit and a new permit must be obtained to continue to sell/serve beer. There is no grace period or holdover period for selling beer during this time.

3. Street address where business will operate: 259 Warehouse Rd, Oak Ridge

By Tennessee Code Annotated §57-5-103(a)(3)(B), a beer permit is only valid for a single location and cannot be transferred to a new location. A permit is valid for all decks, patios, and other outdoor serving areas that are contiguous to the exterior of the building in which the business is located and that are operated by the business. A change in location will invalidate the beer permit and a new permit must be obtained to continue to sell/serve beer. There is no grace period or holdover period for selling beer during this time.

4. Business Telephone Number: 294-5601

5. Proposed date business will open under this ownership: NOV 10, 2014 or date of approval

6. Full Name of Applicant (Owner or Owner's Agent/Representative):
THE OTTLE DOWN BAR & GRILL, INC

7. Applicant's prior experience selling/serving beer or other alcoholic beverage:
new ownership Asha Davidson bartended at THE OTTLE DOWN from March 2012 to the present

8. Type of business entity:
 Individual Corporation L.L.C. Joint-stock Company
 Partnership Other

9. Full name of the person to be the on-premise manager responsible for the direct daily operations of the business: Larry D. Davidson

10. Name and mailing address of person to receive communication from the City and/or Beer Board (ex. annual privilege tax notices) as well as said person's relationship to the business:
Larry D. Davidson 259 Warehouse Rd Oak Ridge, TN 37830
Stockholder/Director

11. Describe the nature of the business (ex. restaurant, bar, tavern, club, convenience store, etc.)

restaurant and bar

12. Description of the business's footprint and parking areas available to/for the use of the business (attach drawing if available):

Parking to the side and in front of the building with additional parking available in gravel parking lot

13. Name, mailing address and telephone number of the property owner, if other than the business owner:

David Allison 2906 Williams Bend Road, Knoxville, TN

37932

NOTE: If the business owner is different from the property owner, you must submit a signed and notarized written statement from the property owner giving the applicant/business permission to sell or serve beer on the premises. Include this statement with the application.

14. Has any owner (having at least a five percent (5%) ownership interest) ever had a liquor license or beer permit suspended, revoked or denied? no

If yes, where and under what business name? _____

15. Has any owner (having at least a five percent (5%) ownership interest) or any person to be employed in the distribution or sale of beer been convicted of violating any law against possession, sale, manufacture or transportation of beer or intoxicating liquor, drugs, or narcotics or of a crime involving moral turpitude within the last ten (10) years? no

If so, give particulars of each charge, court and date convicted.

16. Does any owner have a business or personal relationship with any person who previously held a beer permit for this location, or with any person or entity who owned any portion of a business which previously held a beer permit at this location? no

If yes, explain: _____

17. Name and address of the nearest church and school. By City Code §8-705, the Beer Board shall not approve a beer permit where, in the opinion of the board, such sale would interfere with schools, churches or other places of public gathering.

18. Describe steps which will be taken to prevent the sale of beer to those under twenty-one (21):

All customers must present valid identification at the door and all employees being properly trained proper identification with out sell of beer. One manager of owner at bar at all times

NOTE: In accordance with Tennessee Code Annotated §57-5-103(d), all beer permit holders must provide documentation that they are duly registered for sales tax purposes. A copy of the sales tax registration certificate must be submitted with this application or within ten (10) days after being issued a beer permit.

Applicant hereby solemnly swears or affirms the following:

- Every statement in this application is true and correct, and if any statement therein is false, the permit issued thereto may be revoked by the Beer Board, after notice of a hearing, in which event the burden shall be on the applicant to prove the correctness of all statements in the application.
- The owner(s) is(are) of good moral character and has/have sufficient legal interest in a suitable location as would entitle him/her/them to conduct the sale of beer.
- The City has my full authorization and release to obtain all relevant information to investigate and determine my character, qualifications, and suitability for the issuance of a beer permit.
- Neither myself nor any owner or manager has been convicted of driving under the influence within the past ten (10) years.
- Unlawful gambling and gaming devices will not be allowed in the business.
- Beer will not be sold or served to a person who appears to be intoxicated.
- Beer will not be sold or served to a person under the age of twenty-one (21).
- Persons under the age of twenty-one (21) will not be allowed to consume beer or other alcoholic beverage, nor will they be allowed to loiter on the premises.
- The business will comply with the provisions of Tennessee Code Annotated §57-5-301(e)(1) regarding possession and transportation of beer by persons under the age of twenty-one (21).
- All laws, ordinances, rules, and regulations governing the sale or distribution of beer will be observed and complied with, and all employees will be trained accordingly.
- Clean, sanitary facilities will be provided.
- The business will be conducted in an orderly, peaceable and lawful manner and no loud or obnoxious noises will be allowed.
- No beer or other alcoholic beverages will be sold or consumed on the premises except during lawful hours as set by city ordinance.
- The business is authorized to do business within the City of Oak Ridge and the State of Tennessee.
- Should any manager cease to act in such capacity, this fact shall be reported to the City's Legal Department at 425-3530 within five (5) days.
- Should any ownership change, this fact shall be reported to the City's Legal Department at 425-3530 within one (1) business day, and the beer permit shall be returned to the City.
- The City Manager (through the Oak Ridge Police Department) has full power, including right of entry, to enforce the beer ordinances and to inspect and investigate any reported or alleged violations without the necessity of a search warrant.
- The beer permit, once obtained, shall at all times be posted in a conspicuous place within the establishment that is easily seen by patrons.
- The beer permit may be revoked or suspended, after notice and a hearing by the Board, for any violations of the above statements, for any misinformation or omission contained within this application, for any violation of the Code of Ordinances, Title 8, Chapters 6-8, or for any violations of State law relating to beer, alcohol or crimes of moral turpitude.
- The applicant has ensured the business is in compliance with all zoning requirements for this location.

I hereby release, absolve and hold harmless the City of Oak Ridge, the Oak Ridge Beer Permit Board, the Oak Ridge Police Department, its employees, agents and representatives from any and all liability of whatever type for any damages, causes of action, personal property injuries which may result as a consequence of my application for a beer permit, background investigation, release of documents or other matters related to my application. I hereby waive all possible liability of the City of Oak Ridge, the Oak Ridge Beer Permit Board, the Oak Ridge Police Department, its employees, agents and representatives as stated above.

This the 28 day of October, 2014

Larry D Davidson
Signature of Applicant

Sworn to and subscribed before me this 28 day of October, 2014

My commission expires: 9-26-15

Chad Houston
Notary Public



**CITY OF OAK RIDGE, TENNESSEE
APPLICATION FOR APPROVAL AS MANAGER**

I hereby make application to the Oak Ridge Beer Permit Board for approval as Manager pursuant to the Oak Ridge City Code. This application is based upon the following information:

1. Business Name The Bottle Down Bar & Grill, Inc
Business Address 259 Warehouse Road, Oak Ridge 37830

2. Manager's Full Name Larry D. Davidson

3. Request is made as (check which applies):
Additional Manager _____ Replacement of Prior Manager

4. Manager's prior experience selling/serving beer or other alcoholic beverage:
Working at The Bottle Down Bar and Grill since October 7, 2014
overseeing the bar but no sells or services got ABC certification

5. October 27
Manager's Work History:
How long have you been employed at the business? since 10-7-14
Date you became Manager: 10-7-14
Name of Previous Manager: Steven D. Edonette Date left: _____
Previous Employment for the past ten (10) years (name of business, address, length of employment, position held). Attach additional sheets if necessary):
Anderson County Sheriff's Dept. 308 Public
Safety Lane, Clinton, TN 37716
Captain since 2009
Employed with Sheriff's Dept since 2007 until 10-20-14

6. Beer Permit History:
Have you ever been employed at an establishment with a beer permit? no
If so, where and when: _____
Have you ever been a manager of an establishment with a beer permit? no
Have you ever had a beer permit refused, suspended or revoked? no
If so, where and when: _____

7. Manager's Criminal History:
Have you ever been convicted of any violation of federal laws, state statutes, or city ordinances involving the possession, sale, manufacture or transportation of intoxicating liquors, drugs or narcotics, or of a crime of moral turpitude with the past ten years? no
If so, provide details of the offense and when you were convicted:

8. Describe steps which will be taken to prevent the sale of beer to persons under twenty-one (21):
All identification is checked at the door, checked again
at time of purchase, the bar will be purchasing 50 marks
to assist with the proper identification, a manager and owner
will be present at the bar at all times

Applicant hereby solemnly swears or affirms the following:

- Every statement in this application is true and correct, and if any statement therein is false, the permit issued thereto may be revoked by the Beer Board, after notice of a hearing, in which event the burden shall be on the applicant to prove the correctness of all statements in the application.
- I am of good moral character and as manager of the business am able to conduct the sale of beer.
- The City has my full authorization and release to obtain all relevant information to investigate and determine my character, qualifications, and suitability for the issuance of a beer permit.
- I have not been convicted of driving under the influence within the past ten (10) years. (Not applicable if manager also possesses a current server permit from the Tennessee Alcoholic Beverage Commission)
- Unlawful gambling and gaming devices will not be allowed in the business.
- Beer will not be sold or served to a person who appears to be intoxicated.
- Beer will not be sold or served to a person under the age of twenty-one (21).
- Persons under the age of twenty-one (21) will not be allowed to consume beer or other alcoholic beverage, nor will they be allowed to loiter on the premises.
- The business will comply with the provisions of Tennessee Code Annotated §57-5-301(e)(1) regarding possession and transportation of beer by persons under the age of twenty-one (21).
- All laws, ordinances, rules, and regulations governing the sale or distribution of beer will be observed and complied with, and all employees will be trained accordingly.
- The business will be conducted in an orderly, peaceable and lawful manner and no loud or obnoxious noises will be allowed.
- No beer or other alcoholic beverages will be sold or consumed on the premises except during lawful hours as set by city ordinance.
- Should I cease to act as manager, this fact shall be reported to the City's Legal Department at 425-3530 within five (5) days.
- The City Manager (through the Oak Ridge Police Department) has full power, including right of entry, to enforce the beer ordinances and to inspect and investigate any reported or alleged violations without the necessity of a search warrant.
- My manager approval may be revoked or suspended, after notice and a hearing by the Board, for any violations of the above statements, for any misinformation or omission contained within this application, for any violation of the Code of Ordinances, Title 8, Chapters 6-8, or for any violations of State law relating to beer, alcohol or crimes of moral turpitude.

I hereby release, absolve and hold harmless the City of Oak Ridge, the Oak Ridge Beer Permit Board, the Oak Ridge Police Department, its employees, agents and representatives from any and all liability of whatever type for any damages, causes of action, personal property injuries which may result as a consequence of my application for a beer permit, background investigation, release of documents or other matters related to my application. I hereby waive all possible liability of the City of Oak Ridge, the Oak Ridge Beer Permit Board, the Oak Ridge Police Department, its employees, agents and representatives as stated above.

This the 28 day of October, 2014

Larry D Davidson
Signature of Applicant

Sworn to and subscribed before me this 28 day of October, 2014

My commission expires: 9-26-15

Ch H. Bell
Notary Public



Commercial Real Estate Lease

This Lease Agreement ("Lease") is dated October 1, 2013 by and between **David Allison** ("Landlord") and **Throttle Down Bar & Grill, Inc.** ("Tenant"). The Parties agree as follows:

Premises. Landlord, in consideration of the lease payments provided in this lease, leases to Tenant commercial space in the building and property located at 259 Warehouse Road, Oak Ridge, Tennessee, 37830 ("Premises").

Term. The lease term will begin on October 1, 2013 and will terminate on October 1, 2018 which will be automatically renewed for another five year term at the end of each lease term unless either party notifies the other party as noted below.

Lease Payments. Tenant shall pay to the Landlord \$4,000.00 a month on the first day of each month for a total yearly lease payment of \$48,000.00. Lease payments should be made to the Landlord at 2906 Williams Bend Road, Knoxville, Tennessee, 37932, which address may be changed by the Landlord from time to time.

Security Deposit. At the time of signing this Lease, the Tenant shall pay to the Landlord a security deposit of \$250.00 to be held and disbursed for Tenant damages to the Premises (if any) as provided by law. Tenant shall receive said security deposit at the end of the lease by agreement of Landlord that no damage warrants withholding said deposit.

Possession. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

Maintenance. The Tenant agrees and covenants to pay all of the expense of maintaining the premises including but not limited to: plumbing, wiring and electrical systems, lighting, mechanical systems, heating, ventilating and air conditioning, roof, painting, signage, landscape and grounds keeping, exterior walls, common parking areas, and generally maintaining premises in such condition, order and repair as the same are in at the commencement of the Lease or may be put in during the term or any renewal or expansion thereof, reasonable wear and tear, and damage by fire, or other casualty as may be insured against in a standard fire policy with extended coverage excepted, and Tenant covenants and agrees to make good to the Landlord upon demand any repair, maintenance or damage to the heating, air conditioning, plumbing, electrical apparatus, replacing of broken glass, doors, hardware and frames, building fixtures or apparatus, roof and exterior walls, caused by any reason whatsoever. The Tenant agrees to take good care of the Leased premises and surrender said premises after the termination of this Lease, or at the end of any renewal or extension thereof, to the Landlord in like good order as received, ordinary wear and tear accepted.

Insurance and Taxes. Tenant is responsible for maintaining and paying for all insurance on the premises and business and the Tenant hereby covenants and agrees to maintain insurance on the premises in an amount of \$600,000 for protection of the Tenant and Landlord. Further, Landlord is responsible for payment of all taxes on the property including county and city property tax. Tenant is responsible for payment of taxes related to the operation of the commercial enterprise including but not limited to the bar and grill.

Defaults. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Landlord shall be in default of this Lease if Landlord fails to fulfill any lease obligation or term herein. Tenant shall pay all costs, damages, and expenses (including reasonable attorneys fees and expenses) suffered by Landlord by reason of Tenant's defaults. Landlord shall pay all costs, damages and expenses (including reasonable attorneys fees and expenses) suffered by Tenant by reason of Landlord's defaults. The rights afforded under this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

Holdover. If the Tenant remains in possession of the Premises after the expiration of either the original term of this lease or of any extended term, as agreed to by the parties, such possession shall be as a month-to-month tenant. During such month-to-month tenancy, rent shall be payable at the same rate as that in effect during the last month of the preceding term, and the provisions of this lease shall be applicable.

Notice. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

David Allison (Landlord)
2906 Williams Bend Road
Knoxville, TN 37932

Throttle Down Bar & Grill, Inc. (Tenant)
259 Warehouse Road
Oak Ridge, TN 37830

Such addresses may be changed from time to time by either party by providing Notices as set forth above. Notices mailed in accordance with the above provisions shall be deemed received after the third day of posting.

Governing Law. This Lease shall be construed in accordance with the Laws of the State of Tennessee.

Entire Agreement/Amendment. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the parties obligated under the agreement.

Severability. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

Binding Effect. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

This the 1st day of October, 2013.

Landlord:


David Allison

Tenant:


Steven D. Robinette, President
Throttle Down Bar & Grill, Inc.

**AGREEMENT TO PURCHASE, ASSIGN AND TRANSFER STOCK INTEREST AND BUSINESS
INVENTORY AND ASSETS
OF
THROTTLE DOWN BAR & GRILL, INC.**

Agreement made October 2, 2014 between Steven D. Robinette, ("Seller"), and James W. Sexton and Asha D. Davidson ("Purchaser").

Recitals

The Seller is the President and sole stock holder of the Tennessee Corporation known as Throttle Down Bar & Grill, Inc. and the Corporation is engaged in the business of food service and the sell of beer and alcoholic beverages located at 259 Warehouse Road, Oak Ridge, Tennessee and is known as Throttle Down Bar & Grill.

The Purchasers, James W. Sexton and Asha D. Davidson, desire to purchase from Seller all his stock interest in the corporation and all the business accounts and assets of Throttle Down Bar & Grill, Inc. and conduct the regular business as a bar and grill under the current corporation.

It is therefore agreed:

(1) *Sale of business.* Seller hereby sells all his interest including voting, fiduciary and otherwise in the Corporation to Purchaser and all the business of Seller carried on by the corporation as a going concern except for any claim that Seller may have against other parties not the Purchaser regarding prior leases and purchase agreements of the building located at 259 Warehouse Road, Oak Ridge, Tennessee and expressly reserves any claims regarding the building and property that he may have against other parties that are not the Purchaser hereunder upon approval of all beer and alcohol license transfers. Seller agrees to sell all the remaining stock and other assets relating to the operation of a bar and grill at the corporate principal place of business, including: (a) restaurant tables, chairs and equipment; (b) furnishings; (c) office computers and server; (d) office printers and copiers; (e) office supplies; (f) office phone and fax machine; (g) all silverware, pots, pans and other kitchen equipment; (h) cleaning equipment; (i) coolers; (j) materials in stock at time of business transfer, including, but not limited to beer and liquor; and (k) book accounts and other debts owed to Seller in respect to the business and all contracts and commitments in respect to the business, subject to the debts and obligations in paragraph 5, which are assumed by Purchaser and against which Purchaser shall indemnify Seller and hold him harmless. Seller covenants that he will at any time hereafter, at Purchaser's Request, execute and deliver all other instruments necessary, in the opinion of the Seller's counsel, to complete or perfect the transfer of stock, licenses and title to the corporation and property referred to in this paragraph upon approval by the City of Oak Ridge and the Alcoholic Beverage Commission.

(2) *Purchase Price.* In consideration for the sale of the stock interest and property described in Paragraph 1 with the exception of beer and alcohol stock, Purchaser shall pay to the Seller an initial down payment already received by Seller at the time of executing this contract and the sum of Fifty Thousand Dollars (\$50,000.00) paid in the installments herein described. The Purchaser has agreed to pay an additional Ten Thousand Dollars (\$10,000.00) for the beer and alcohol inventory in stock on the purchase date with said ten thousand dollars being in addition to the fifty thousand paid for the corporate interest herein. The additional ten thousand for the inventory shall be added to the total purchase price and paid in the bi-weekly installment

payment described below until paid in full by Purchaser. The Purchaser shall pay to the Seller the sum of Fifteen Thousand Dollars (\$15,000.00) at the time of signing this agreement by check making the balance owed on the purchase price Thirty-Five Thousand Dollars (\$35,000.00) and the balance owed on the inventory as described above of Ten Thousand Dollars (\$10,000.00) making the total purchase price paid in installments Forty-Five Thousand Dollars (\$45,000.00). The total of the purchase price and the inventory price of Forty-Five Thousand Dollars (\$45,000.00) will be paid in the sum of Five Hundred Dollars (\$500.00) every other week due by Sunday at 6:00 p.m. until the total purchase price being paid in installments is paid in full. The complete transfer of all Seller's interest in the Corporation will be upon payment of the last installment payment hereunder and approval of the transfer by the Alcoholic Beverage Commission and any beer board. All purchase installments shall be paid to the Seller in person or at his residence at 149 East Race Street, Kingston, Tennessee 37763 or at any other address designated by the Seller in writing.

(3) *Consulting Duties.* It is further agreed that Steven D. Robinette will be available as a consult for the operation of Throttle Down Bar & Grill to Purchaser on a part time basis for two years after the date of this agreement if needed by Purchaser. If Purchaser uses Seller as a consultant Purchaser agrees to pay Seller an additional Two Hundred Dollar (\$200.00) weekly salary as a consultant fee, he will be added to the payroll and this Two Hundred Dollar (\$200.00) consultant fee will be subject to social security and federal income tax.

(4) *Collateral Security.* As collateral security for the payment of the weekly purchase installments and of the minimum annual purchase installments referred to in paragraph 2, Steven D. Robinette may purchase a "Key Man" life insurance plan on James W. Sexton and Asha D. Davidson for the amount of Fifty Thousand Dollars (\$50,000.00). The premiums of this life insurance plan will be paid personally by Steven D. Robinette. In the event of either James W. Sexton or Asha D. Davidson's death before the balance of the purchase price is paid in full, the insurance proceeds from this life insurance policy will be paid to Steven D. Robinette as full and final payment of the purchase price.

(5) *Debts and Obligations.* All business debts will be transferred from Seller to the Purchaser as well as any new accounts effective on the date of closing. The debts and obligations that will be transferred include, but are not limited to: (a) Oak Ridge Utility Board; (b) Oak Ridge Utility Board Natural Gas Bill; (c) Comcast Cable; and (d) lease for business space. Seller will be responsible for payment of the back taxes owed to the Tennessee Department of Revenue of approximately twelve thousand dollars (\$12,000.00) and will pay said amount in installments to the Tennessee Department of Revenue as previously arranged or may pay the entire sum at his option. Seller will execute and deliver all instruments necessary to complete and transfer such debts and obligations.

(6) *Stock Ownership and Authority.* Seller agrees to execute any and all documents necessary to divest any interest or authority that he has in Throttle Down Bar & Grill, Inc. to the Purchaser upon approval of the sell and transfer of license by any beer board and the Alcoholic Beverage Commission.

(7) *Death of the Parties.* In the event of the death of Steven D. Robinette before the contract price is paid in full, the contract remains in full force and effect with all benefits payable to his heirs and assigns. Should Purchaser, James W. Sexton or Asha D. Davidson, die before Steven D. Robinette, the Key-Man life insurance policy proceeds will be paid to Steven D. Robinette and the debt will be considered paid in full and this contract will terminate if the key-man life insurance policy is effective at that date. If the key-man life insurance policy is not effective for any reason the contract will remain in full force and effect with all benefits payable by the decedent estate to Seller until paid in full.

(8) *Interpretation.* None of the terms, conditions, or provisions of this agreement, including the provisions for the payment of purchase installments, shall be construed to create a partnership or joint venture between Purchaser and Seller, or to obligate the Seller to pay Purchaser's debts, defaults, obligations or losses.

(9) *Assignment.* So long as Purchaser is indebted to Seller, none of the rights granted to Purchaser may be assigned or the performance of any duties delegated without Seller's prior written consent.

(10) *Binding Effect.* Except as otherwise provided in paragraph 9, this agreement shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

(11) *Default.* All controversies arising out of this agreement, or any alleged breach thereof, shall be settled by a court of competent jurisdiction in Anderson County, Tennessee. If legal action is taken by either party to enforce the Agreement, or to enforce any rights arising out of breach of the Agreement, or to evict Purchaser, guests, or other occupants, the Seller shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees and collection costs, with or without suit.

(12) *Non-waiver.* No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly waived.

(13) *Headings.* Headings in this agreement are for convenience only and shall not be used to interpret or construe the provisions.

(14) *Governing Law.* This agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

(15) *Counterparts.* This agreement may be executed in one or more counterparts, each of which shall be deemed original but all of which together shall constitute one and the same instrument.

(16) *Time of essence.* Time is of the essence of this agreement.

(17) *Entire Agreement; modification.* This agreement supersedes all prior agreements and constitutes the entire agreement between the parties with regard to the subject matter hereof. It may not be amended or modified except by a written instrument executed by both parties.

(18) *Notices.* All notices shall be in writing. All notices, statements or other documents required by this agreement shall be delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at their last known address.

In witness whereof the parties have executed this agreement this 2nd day of October, 2014.

Steven D. Robinette
Steven D. Robinette (Seller)

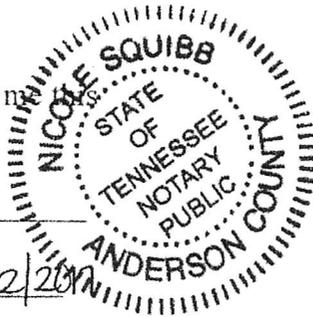
James W. Sexton
James W. Sexton (Purchaser)

Asha D. Davidson
Asha D. Davidson (Purchaser)

Sworn to and subscribed before me
the 2nd day of October, 2014.

Nicole Squibb
Notary Public

My Commission Expires: 03/22/2017



BUXTON LAW FIRM
ATTORNEYS AT LAW
31 EAST TENNESSEE AVENUE
OAK RIDGE, TN 37830

GEORGE H. BUXTON, JR. (1914-2002)
GEORGE H. BUXTON

TELEPHONE (865) 482-4920
FACSIMILE: (865) 482-8690
www.buxtonlawfirm.com

DATE: October 16, 2014

General Sessions Court
101 Bus Terminal Road
Oak Ridge, TN 37830
COPY

TRANSMITTAL

Re: *David Allison v. Throttle Down Bar & Grill, Inc./Steven Robinette*
Anderson Co. General Sessions, Div II (Oak Ridge)

THE FOLLOWING ENCLOSURE IS FORWARDED FOR ACTION INDICATED
BELOW:

- Compromise Judgment of Dismissal

- Please present to Judge Miller for his consideration and entry. Please return an uncertified copy to counsel for both parties after it has been signed and filed with the Court.

cc: David Allison
Curtis W. Isabell

IN THE SEVENTH JUDICIAL DISTRICT FOR THE STATE OF TENNESSEE
ANDERSON COUNTY – GENERAL SESSIONS, DIV. II

DAVID ALLISON,)	
)	
PLAINTIFF,)	
)	CIVIL ACTION
v.)	
)	NO. 14CW0485
THROTTLE DOWN BAR & GRILL, INC.)	
c/o STEVEN D. ROBINETTE,)	
)	
DEFENDANT.)	NOTICE OF ENTRY REQUIRED

COMPROMISE JUDGMENT OF DISMISSAL

Came the parties and announced to the Court that all issues and controversies in this cause have been compromised and settled among them and that this cause should be dismissed with full prejudice on the merits and the costs taxed as agreed, and the Court having heard the same;

IT IS THEREFORE ORDERED that this cause be and the same dismissed with full prejudice to the parties. This shall act as an adjudication on the merits; and

IT IS FURTHER ORDERED that this case presently docketed for trial on October 13, 2014 shall be stricken from the docket by the Clerk of the Court.

IT IS FURTHER ORDERED that the costs of this cause assessed by the Clerk of the Court are taxed to the Defendant for which execution shall issue if necessary. Discretionary costs potentially recoverable by either party are waived. For the purposes of this Judgment, the address of the assessed party is as follows:

Throttle Down Bar & Grill, Inc.
c/o Curtis W. Isabell, Attorney
251 Short Street
Clinton, TN 37716

THIS the _____ day of _____, 2014.

Hon. Roger Miller
General Sessions Court Judge

Approved for entry:




Curtis W. Isabell (BPR No. 22859)
251 Short Street
Clinton, TN 37716
(865) 457-2755
Attorney for Defendant



George H. Buxton (BPR No. 800)
Buxton Law Firm
31 E. Tennessee Avenue
Oak Ridge, TN 37830
(865) 482-4920
Attorney for Plaintiff

CITY OF OAK RIDGE, TENNESSEE
APPLICATION FOR BEER PERMIT

Application for (check all that apply):

- manufacturer (Class A Permit) on-premises consumption (Class C Permit)
 hotel or club (Class D Permit) off-premises consumption (Class B Permit)

I hereby, as an owner or agent/representative of the business, make application to the Oak Ridge Beer Permit Board for a beer permit pursuant to the Oak Ridge City Code and Tennessee law. This application is based upon the following information:

1. Request is made for (check all that apply):
 new beer permit
 existing permit-name change existing permit-ownership change
 existing permit-change location existing permit-additional permit type
2. Name under which business will operate: Secret City Pies

By Tennessee Code Annotated §57-5-103(a)(3)(C), a beer permit is only valid for the business operating under the name identified on the permit. A change in name will automatically invalidate the beer permit and a new permit must be obtained to continue to sell/serve beer. There is no grace period or holdover period for selling beer during this time.

3. Street address where business will operate: 979 Oak Ridge Trunk

By Tennessee Code Annotated §57-5-103(a)(3)(B), a beer permit is only valid for a single location and cannot be transferred to a new location. A permit is valid for all decks, patios, and other outdoor serving areas that are contiguous to the exterior of the building in which the business is located and that are operated by the business. A change in location will invalidate the beer permit and a new permit must be obtained to continue to sell/serve beer. There is no grace period or holdover period for selling beer during this time.

4. Business Telephone Number: 865-228-9007
5. Proposed date business will open under this ownership: 10-6-14

6. Full Name of Applicant (Owner or Owner's Agent/Representative):
TERRY & LETSA HOPE

7. Applicant's prior experience selling/serving beer or other alcoholic beverage:
Applebee's (1990)

8. Type of business entity:
Individual Corporation L.L.C. Joint-stock Company
Partnership Other

9. Full name of the person to be the on-premise manager responsible for the direct daily operations of the business: TERRY OR LETSA HOPE

10. Name and mailing address of person to receive communication from the City and/or Beer Board (ex. annual privilege tax notices) as well as said person's relationship to the business:
Owner - Leisa Hope
979 O.R. Trunk
OR TN 37830

11. Describe the nature of the business (ex. restaurant, bar, tavern, club, convenience store, etc.)

Bakery - Sandwich Shop

12. Description of the business's footprint and parking areas available to/for the use of the business (attach drawing if available):

Front Parking lot

13. Name, mailing address and telephone number of the property owner, if other than the business owner:

Security Square LLC

NOTE: If the business owner is different from the property owner, you must submit a signed and notarized written statement from the property owner giving the applicant/business permission to sell or serve beer on the premises. Include this statement with the application.

14. Has any owner (having at least a five percent (5%) ownership interest) ever had a liquor license or beer permit suspended, revoked or denied? no

If yes, where and under what business name? _____

15. Has any owner (having at least a five percent (5%) ownership interest) or any person to be employed in the distribution or sale of beer been convicted of violating any law against possession, sale, manufacture or transportation of beer or intoxicating liquor, drugs, or narcotics or of a crime involving moral turpitude within the last ten (10) years? no

If so, give particulars of each charge, court and date convicted.

16. Does any owner have a business or personal relationship with any person who previously held a beer permit for this location, or with any person or entity who owned any portion of a business which previously held a beer permit at this location? no

If yes, explain: _____

17. Name and address of the nearest church and school. By City Code §8-705, the Beer Board shall not approve a beer permit where, in the opinion of the board, such sale would interfere with schools, churches or other places of public gathering.

First Baptist ? ORTS ? Woodland ?

18. Describe steps which will be taken to prevent the sale of beer to those under twenty-one (21):

Picture ID from ANYONE drinking

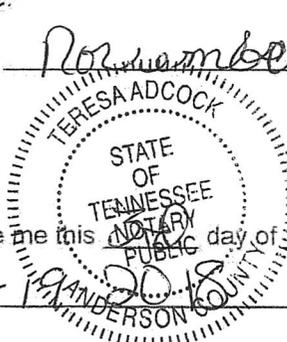
NOTE: In accordance with Tennessee Code Annotated §57-5-103(d), all beer permit holders must provide documentation that they are duly registered for sales tax purposes. A copy of the sales tax registration certificate must be submitted with this application or within ten (10) days after being issued a beer permit.

Applicant hereby solemnly swears or affirms the following:

- Every statement in this application is true and correct, and if any statement therein is false, the permit issued thereto may be revoked by the Beer Board, after notice of a hearing, in which event the burden shall be on the applicant to prove the correctness of all statements in the application.
- The owner(s) is(are) of good moral character and has/have sufficient legal interest in a suitable location as would entitle him/her/them to conduct the sale of beer.
- The City has my full authorization and release to obtain all relevant information to investigate and determine my character, qualifications, and suitability for the issuance of a beer permit.
- Neither myself nor any owner or manager has been convicted of driving under the influence within the past ten (10) years.
- Unlawful gambling and gaming devices will not be allowed in the business.
- Beer will not be sold or served to a person who appears to be intoxicated.
- Beer will not be sold or served to a person under the age of twenty-one (21).
- Persons under the age of twenty-one (21) will not be allowed to consume beer or other alcoholic beverage, nor will they be allowed to loiter on the premises.
- The business will comply with the provisions of Tennessee Code Annotated §57-5-301(e)(1) regarding possession and transportation of beer by persons under the age of twenty-one (21).
- All laws, ordinances, rules, and regulations governing the sale or distribution of beer will be observed and complied with, and all employees will be trained accordingly.
- Clean, sanitary facilities will be provided.
- The business will be conducted in an orderly, peaceable and lawful manner and no loud or obnoxious noises will be allowed.
- No beer or other alcoholic beverages will be sold or consumed on the premises except during lawful hours as set by city ordinance.
- The business is authorized to do business within the City of Oak Ridge and the State of Tennessee.
- Should any manager cease to act in such capacity, this fact shall be reported to the City's Legal Department at 425-3530 within five (5) days.
- Should any ownership change, this fact shall be reported to the City's Legal Department at 425-3530 within one (1) business day, and the beer permit shall be returned to the City.
- The City Manager (through the Oak Ridge Police Department) has full power, including right of entry, to enforce the beer ordinances and to inspect and investigate any reported or alleged violations without the necessity of a search warrant.
- The beer permit, once obtained, shall at all times be posted in a conspicuous place within the establishment that is easily seen by patrons.
- The beer permit may be revoked or suspended, after notice and a hearing by the Board, for any violations of the above statements, for any misinformation or omission contained within this application, for any violation of the Code of Ordinances, Title 8, Chapters 6-8, or for any violations of State law relating to beer, alcohol or crimes of moral turpitude.
- The applicant has ensured the business is in compliance with all zoning requirements for this location.

I hereby release, absolve and hold harmless the City of Oak Ridge, the Oak Ridge Beer Permit Board, the Oak Ridge Police Department, its employees, agents and representatives from any and all liability of whatever type for any damages, causes of action, personal property injuries which may result as a consequence of my application for a beer permit, background investigation, release of documents or other matters related to my application. I hereby waive all possible liability of the City of Oak Ridge, the Oak Ridge Beer Permit Board, the Oak Ridge Police Department, its employees, agents and representatives as stated above.

This the 3rd day of November, 2014.



Lisa / Lisa
Signature of Applicant

Sworn to and subscribed before me this 3rd day of November, 2014.

My commission expires: 9-19-2018

Teresa Adcock
Notary Public

**CITY OF OAK RIDGE, TENNESSEE
APPLICATION FOR APPROVAL AS MANAGER**

I hereby make application to the Oak Ridge Beer Permit Board for approval as Manager pursuant to the Oak Ridge City Code. This application is based upon the following information:

1. Business Name Secret City Pies
Business Address 979 Oak Ridge Turnpike

2. Manager's Full Name Leisa Rene Hope

3. Request is made as (check which applies):
~~Additional Manager~~ New Replacement of Prior Manager _____

4. Manager's prior experience selling/serving beer or other alcoholic beverage:

5. Manager's Work History:
How long have you been employed at the business? August 2013
Date you became Manager: August 2013
Name of Previous Manager: _____ Date left: n/a
Previous Employment for the past ten (10) years (name of business, address, length of employment, position held). Attach additional sheets if necessary):
Smart Auto, Knoxville 2007-2013

6. Beer Permit History:
Have you ever been employed at an establishment with a beer permit? yes
If so, where and when: Applebee's 1990
Have you ever been a manager of an establishment with a beer permit? no
Have you ever had a beer permit refused, suspended or revoked? no
If so, where and when: _____

7. Manager's Criminal History:
Have you ever been convicted of any violation of federal laws, state statutes, or city ordinances involving the possession, sale, manufacture or transportation of intoxicating liquors, drugs or narcotics, or of a crime of moral turpitude with the past ten years? no
If so, provide details of the offense and when you were convicted:

8. Describe steps which will be taken to prevent the sale of beer to persons under twenty-one (21):
Require ID for all beer purchases

Applicant hereby solemnly swears or affirms the following:

- Every statement in this application is true and correct, and if any statement therein is false, the permit issued thereto may be revoked by the Beer Board, after notice of a hearing, in which event the burden shall be on the applicant to prove the correctness of all statements in the application.
- I am of good moral character and as manager of the business am able to conduct the sale of beer.
- The City has my full authorization and release to obtain all relevant information to investigate and determine my character, qualifications, and suitability for the issuance of a beer permit.
- I have not been convicted of driving under the influence within the past ten (10) years. (Not applicable if manager also possesses a current server permit from the Tennessee Alcoholic Beverage Commission)
- Unlawful gambling and gaming devices will not be allowed in the business.
- Beer will not be sold or served to a person who appears to be intoxicated.
- Beer will not be sold or served to a person under the age of twenty-one (21).
- Persons under the age of twenty-one (21) will not be allowed to consume beer or other alcoholic beverage, nor will they be allowed to loiter on the premises.
- The business will comply with the provisions of Tennessee Code Annotated §57-5-301(e)(1) regarding possession and transportation of beer by persons under the age of twenty-one (21).
- All laws, ordinances, rules, and regulations governing the sale or distribution of beer will be observed and complied with, and all employees will be trained accordingly.
- The business will be conducted in an orderly, peaceable and lawful manner and no loud or obnoxious noises will be allowed.
- No beer or other alcoholic beverages will be sold or consumed on the premises except during lawful hours as set by city ordinance.
- Should I cease to act as manager, this fact shall be reported to the City's Legal Department at 425-3530 within five (5) days.
- The City Manager (through the Oak Ridge Police Department) has full power, including right of entry, to enforce the beer ordinances and to inspect and investigate any reported or alleged violations without the necessity of a search warrant.
- My manager approval may be revoked or suspended, after notice and a hearing by the Board, for any violations of the above statements, for any misinformation or omission contained within this application, for any violation of the Code of Ordinances, Title 8, Chapters 6-8, or for any violations of State law relating to beer, alcohol or crimes of moral turpitude.

I hereby release, absolve and hold harmless the City of Oak Ridge, the Oak Ridge Beer Permit Board, the Oak Ridge Police Department, its employees, agents and representatives from any and all liability of whatever type for any damages, causes of action, personal property injuries which may result as a consequence of my application for a beer permit, background investigation, release of documents or other matters related to my application. I hereby waive all possible liability of the City of Oak Ridge, the Oak Ridge Beer Permit Board, the Oak Ridge Police Department, its employees, agents and representatives as stated above.

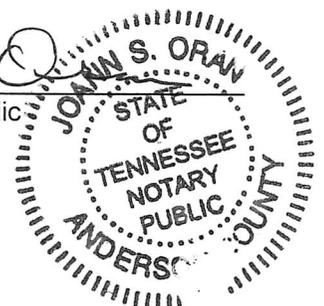
This the 3rd day of November, 2014.

Leisa Hope
Signature of Applicant

Sworn to and subscribed before me this 3rd day of November, 2014.

My commission expires: Nov. 25, 2017.

Joann S. Oran
Notary Public



**CITY OF OAK RIDGE, TENNESSEE
APPLICATION FOR APPROVAL AS MANAGER**

I hereby make application to the Oak Ridge Beer Permit Board for approval as Manager pursuant to the Oak Ridge City Code. This application is based upon the following information:

1. Business Name Red Lobster Restaurants LLC d/b/a Red Lobster #0702
Business Address 359 S. Illinois Avenue, Oak Ridge, TN 37830

2. Manager's Full Name Katherine Todd

3. Request is made as (check which applies):
Additional Manager _____ Replacement of Prior Manager X

4. Manager's prior experience selling/serving beer or other alcoholic beverage:
over 18 years of experience managing full service restaurants

5. Manager's Work History:
How long have you been employed at the business? 7 years
Date you became Manager: 2007
Name of Previous Manager: Christina Foxe-Slater Date left: 07/2013
Previous Employment for the past ten (10) years (name of business, address, length of employment, position held). Attach additional sheets if necessary:
Darden Restaurants Inc., 359 South Illinois Avenue, Oak Ridge, TN 37830

6. Beer Permit History:
Have you ever been employed at an establishment with a beer permit? yes
If so, where and when: Red Lobster, 359 South Illinois Avenue, Oak Ridge, TN 37830
Have you ever been a manager of an establishment with a beer permit? yes
Have you ever had a beer permit refused, suspended or revoked? no
If so, where and when: n/a

7. Manager's Criminal History:
Have you ever been convicted of any violation of federal laws, state statutes, or city ordinances involving the possession, sale, manufacture or transportation of intoxicating liquors, drugs or narcotics, or of a crime of moral turpitude with the past ten years? n/a
If so, provide details of the offense and when you were convicted:

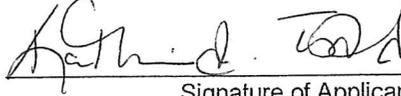
8. Describe steps which will be taken to prevent the sale of beer to persons under twenty-one (21):
Red Lobster Restaurants LLC requires every employee that will sever alcohol and beer to undergo an alcohol training before the start of employment. See attached training manual.

Applicant hereby solemnly swears or affirms the following:

- Every statement in this application is true and correct, and if any statement therein is false, the permit issued thereto may be revoked by the Beer Board, after notice of a hearing, in which event the burden shall be on the applicant to prove the correctness of all statements in the application.
- I am of good moral character and as manager of the business am able to conduct the sale of beer.
- The City has my full authorization and release to obtain all relevant information to investigate and determine my character, qualifications, and suitability for the issuance of a beer permit.
- I have not been convicted of driving under the influence within the past ten (10) years. (Not applicable if manager also possesses a current server permit from the Tennessee Alcoholic Beverage Commission)
- Unlawful gambling and gaming devices will not be allowed in the business.
- Beer will not be sold or served to a person who appears to be intoxicated.
- Beer will not be sold or served to a person under the age of twenty-one (21).
- Persons under the age of twenty-one (21) will not be allowed to consume beer or other alcoholic beverage, nor will they be allowed to loiter on the premises.
- The business will comply with the provisions of Tennessee Code Annotated §57-5-301(e)(1) regarding possession and transportation of beer by persons under the age of twenty-one (21).
- All laws, ordinances, rules, and regulations governing the sale or distribution of beer will be observed and complied with, and all employees will be trained accordingly.
- The business will be conducted in an orderly, peaceable and lawful manner and no loud or obnoxious noises will be allowed.
- No beer or other alcoholic beverages will be sold or consumed on the premises except during lawful hours as set by city ordinance.
- Should I cease to act as manager, this fact shall be reported to the City's Legal Department at 425-3530 within five (5) days.
- The City Manager (through the Oak Ridge Police Department) has full power, including right of entry, to enforce the beer ordinances and to inspect and investigate any reported or alleged violations without the necessity of a search warrant.
- My manager approval may be revoked or suspended, after notice and a hearing by the Board, for any violations of the above statements, for any misinformation or omission contained within this application, for any violation of the Code of Ordinances, Title 8, Chapters 6-8, or for any violations of State law relating to beer, alcohol or crimes of moral turpitude.

I hereby release, absolve and hold harmless the City of Oak Ridge, the Oak Ridge Beer Permit Board, the Oak Ridge Police Department, its employees, agents and representatives from any and all liability of whatever type for any damages, causes of action, personal property injuries which may result as a consequence of my application for a beer permit, background investigation, release of documents or other matters related to my application. I hereby waive all possible liability of the City of Oak Ridge, the Oak Ridge Beer Permit Board, the Oak Ridge Police Department, its employees, agents and representatives as stated above.

This the 4 day of ~~July~~ August, 2014.

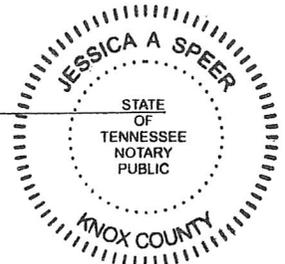


Signature of Applicant
Katherine I. Todd

Sworn to and subscribed before me this 4 day of ~~July~~ August, 2014.

My commission expires: Feb 5, 2017.


Notary Public



**CITY OF OAK RIDGE, TENNESSEE
APPLICATION FOR APPROVAL AS MANAGER**

I hereby make application to the Oak Ridge Beer Permit Board for approval as Manager pursuant to the Oak Ridge City Code. This application is based upon the following information:

1. Business Name Arts Council Oak Ridge
Business Address P.O. Box 4324 Oak Ridge, TN 37830

2. Manager's Full Name David P. Eckman

3. Request is made as (check which applies):
Additional Manager _____ Replacement of Prior Manager

4. Manager's prior experience selling/serving beer or other alcoholic beverage:
Bartender at Red Lobster

5. **Manager's Work History:**
How long have you been employed at the business? 3 months
Date you became Manager: 7/1/2014
Name of Previous Manager: James Dodson Date left: 6/30/2014
Previous Employment for the past ten (10) years (name of business, address, length of employment, position held). Attach additional sheets if necessary:
Self-employed musician, 25 years
Music Teacher at Music Arts Oak Ridge, 1 year
148 Talmeda Rd. Oak Ridge, TN 37830

6. **Beer Permit History:**
Have you ever been employed at an establishment with a beer permit? Yes
If so, where and when: Red Lobster Melbourne, FL 1990-1992
Have you ever been a manager of an establishment with a beer permit? NO
Have you ever had a beer permit refused, suspended or revoked? NO
If so, where and when: _____

7. **Manager's Criminal History:**
Have you ever been convicted of any violation of federal laws, state statutes, or city ordinances involving the possession, sale, manufacture or transportation of intoxicating liquors, drugs or narcotics, or of a crime of moral turpitude with the past ten years? NO
If so, provide details of the offense and when you were convicted:

8. Describe steps which will be taken to prevent the sale of beer to persons under twenty-one (21):
Staff will be trained to: Check IDs, issue wrist bands, and visually assess the customer. Signs with the minimum age date will be displayed.

Applicant hereby solemnly swears or affirms the following:

- Every statement in this application is true and correct, and if any statement therein is false, the permit issued thereto may be revoked by the Beer Board, after notice of a hearing, in which event the burden shall be on the applicant to prove the correctness of all statements in the application.
- I am of good moral character and as manager of the business am able to conduct the sale of beer.
- The City has my full authorization and release to obtain all relevant information to investigate and determine my character, qualifications, and suitability for the issuance of a beer permit.
- I have not been convicted of driving under the influence within the past ten (10) years. (Not applicable if manager also possesses a current server permit from the Tennessee Alcoholic Beverage Commission)
- Unlawful gambling and gaming devices will not be allowed in the business.
- Beer will not be sold or served to a person who appears to be intoxicated.
- Beer will not be sold or served to a person under the age of twenty-one (21).
- Persons under the age of twenty-one (21) will not be allowed to consume beer or other alcoholic beverage, nor will they be allowed to loiter on the premises.
- The business will comply with the provisions of Tennessee Code Annotated §57-5-301(e)(1) regarding possession and transportation of beer by persons under the age of twenty-one (21).
- All laws, ordinances, rules, and regulations governing the sale or distribution of beer will be observed and complied with, and all employees will be trained accordingly.
- The business will be conducted in an orderly, peaceable and lawful manner and no loud or obnoxious noises will be allowed.
- No beer or other alcoholic beverages will be sold or consumed on the premises except during lawful hours as set by city ordinance.
- Should I cease to act as manager, this fact shall be reported to the City's Legal Department at 425-3530 within five (5) days.
- The City Manager (through the Oak Ridge Police Department) has full power, including right of entry, to enforce the beer ordinances and to inspect and investigate any reported or alleged violations without the necessity of a search warrant.
- My manager approval may be revoked or suspended, after notice and a hearing by the Board, for any violations of the above statements, for any misinformation or omission contained within this application, for any violation of the Code of Ordinances, Title 8, Chapters 6-8, or for any violations of State law relating to beer, alcohol or crimes of moral turpitude.

I hereby release, absolve and hold harmless the City of Oak Ridge, the Oak Ridge Beer Permit Board, the Oak Ridge Police Department, its employees, agents and representatives from any and all liability of whatever type for any damages, causes of action, personal property injuries which may result as a consequence of my application for a beer permit, background investigation, release of documents or other matters related to my application. I hereby waive all possible liability of the City of Oak Ridge, the Oak Ridge Beer Permit Board, the Oak Ridge Police Department, its employees, agents and representatives as stated above.

This the 27th day of October, 2014.

[Signature]

Signature of Applicant

Sworn to and subscribed before me this 27th day of October, 2014.

My commission expires: Nov. 25, 2017.

[Signature]
Notary Public

