

**CITY OF MONROE  
DOWNTOWN ADVISORY BOARD MEETING  
300 W. CROWELL STREET  
MONROE, NORTH CAROLINA 28112  
Wednesday, November 19, 2025  
- 9:00 AM  
AGENDA**

1. Call to Order
2. Roll Call
3. Grow Monroe Grant Application for Foils and Faded Salon & Spa owner Lindsey Shelton
4. Grow Monroe Grant Application for JamZ Pizza and Wings
5. Discussion Item: Special Events Sponsorship Program
6. Adjourn Meeting (Action Required)

**ATTENTION ADVISORY BOARD MEMBERS:** Board Members please contact Donna O'Keefe 704-292-1705 X6040 to confirm your attendance. Regular Meetings are the third Wednesday of each month at 9 a.m.

**AS A COURTESY, PLEASE TURN OFF ALL MOBILE DEVICES WHILE MEETING IS  
IN PROGRESS.**



**STAFF REPORT**

**TO:** Downtown Advisory Board  
**DATE:** November 19, 2025  
**FROM:** Jeff Wells, Assistant City Manager  
**PREPARED BY:** Donna O’Keefe, Downtown Manager  
**SUBJECT:** Grow Monroe Grant Application – Foils and Faded Salon & Spa

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**SUMMARY STATEMENT**

The Downtown Advisory Board is asked to consider a recommendation for a GROW Monroe Grant application for Lindsey Shelton, owner of Foils and Faded Salon & Spa at 103/105 Hayne Street.

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**REVIEW**

Lindsey Shelton owner of Faded and Foils Salon & Spa has entered into a two-year lease with Milton and Denice Polemides for a retail space at 103/105 S. Hayne Street.

Ms. Shelton has applied for the Grow Monroe Downtown Grant. This is a matching 50/50 downtown grant program designed to provide assistance with rental expenses and/or up-fit expenses for a new business. Awards are determined using a formula based square footage.

Foils and Faded Salon & Spa is a 2341 sq. ft. retail space. This makes the Foils and Faded Salon & Spa owner eligible for \$6 per sq. ft. or a maximum of \$14,046.00 through this grant program. Ms. Shelton has applied for rental assistance only as part of opening her new business. The monthly rent expense for this business is \$2700.00 per month or \$32,400 per year. Fifty percent of the annual rental expense is \$16,200. Ms. Shelton is eligible for a maximum of \$14046.00 in rental assistance through this grant with \$7023.00 paid to the applicant at the end of six months, and \$7023.00 after twelve months. Proof of timely rent payment in full is required before funds can be released.

**RECOMMENDATION**

Staff requests Downtown Advisory Board recommend the approval of the Grow Monroe Downtown Grant to Foils and Faded Salon & Spa’s owner Lindsey Shelton to City Council with the Resolution and Budget Amendment to appropriate funds of \$14,046.00

- Attachments:
- Application
- Signed Lease Agreement

# Print

## Grow Monroe Grant Program Application - Submission #1623

Date Submitted: 10/14/2025



### Grow Monroe: A Grant Program to Support New or Expanding Businesses

#### Tips for Filling Out This Form

- Create a website account to save your progress over time. Click **Sign In to Save Progress** to create an account.
- The website will save text input into the form, but it will not save documents between sessions. Take time to collect what documents you need to submit, then upload them when you are ready to turn in your grant submission.

#### Overview

[Read the grant document \(PDF\)](#)

The City of Monroe is committed to supporting and promoting new and existing businesses in the Downtown Business District by providing financial assistance through an incentive grant that helps to offset the costs associated with opening a new business or expanding an existing business.

#### The Grant

The GROW MONROE grant program is a matching 50/50 incentive grant program designed to provide assistance with rental expenses, upfit expenses, or expansion costs.

Awards are determined using a formula based square footage.

1. New businesses are eligible for \$6.00 per square foot for retail/office and \$8.00 per square foot for food service/restaurants opening in the Downtown Business District.
2. Expanding businesses are eligible for \$4.00 per square foot for retail/office and \$6.00 per square foot for food service/restaurant for increasing the footprint of an existing business in the Downtown Business District. Applicants who have received an incentive award within the prior five years are not eligible.

## Submission Process

Grant applications will be accepted on an ongoing basis. Awards are based on the availability of funds and meeting the programs requirements.

Applicants must submit a completed application and obtain approval from the Downtown Manager.

- For new businesses, the application must be received within six months of opening.
- For expansions of existing businesses, the application and approval will be required prior to beginning the expansion project.
- Applicants for expansion assistance must be adding to the existing footprint of their business as well as creating three new jobs.

## Applicant Information

### Applicant Name\*

Lindsey Shelton

### Address\*

209 Alton Woods RD

### City\*

Monroe

### State\*

NC

### Zip Code\*

28112

### Email Address \*

Jmshelton1218@gmail.com

### Phone Number\*

9802395354

## Property Information

### Address\*

103/105 s Haynes rd

### City\*

Monroe

### State\*

NC

### Zip Code\*

28112

**Parcel Number\***

0923202109232022

**Primary Phone Number \***

704-441-0287

**Parcel Location Certification\***



I certify that this property is located in the Downtown Business District of Monroe. See policy for description.

**Property Owner Name (If different from applicant)**

Milton & Denice Polemides

**Address**

319 Abellia dr

**City**

Waxhaw

**State**

NC

**Zip Code**

28173

**Cluster Type**

**Business Type**

**Email Address**

**Phone Number**

7045643381

**Which floor of the building will you be operating on?\***



**How many new jobs have you created with this project?\***

Na

**How many residential units have you created with this project, if applicable?**

NA

First

Second

Third

**Hours of Operation \***

7am-9pm

**Square Footage\***

2400

Please describe the days of the week and hours of operation

**Select Application Type\***

New business applying for rent subsidy only

New business applying for up-fit assistance only

New business applying for rent subsidy and up-fit assistance

Existing business applying for an expansion project

**Rent Subsidy Monthly Rent Cost for New Businesses Only**

2700

Rent subsidy assistance awards 50% of a new businesses' rent for the first 12 months. Funds shall be paid by the City of Monroe to approved applicants after their first six months and again after 12 months. Proof of timely payment of the full amount of rent will be required before rent subsidy funds are released.

## Eligible Expenses & Details

Select all applicable expenses for your business type.

### Eligible Business Up-Fit Expenses for Food Service

- |                          |  |                          |  |
|--------------------------|--|--------------------------|--|
| <input type="checkbox"/> | Refrigerators, freezers, and coolers                     | <input type="checkbox"/> | Point of sale equipment                            |
| <input type="checkbox"/> | Ovens, ranges, grills, and ventilation                   | <input type="checkbox"/> | Lighting   |
| <input type="checkbox"/> | Fryers and grease interceptor, grease trap or receptacle | <input type="checkbox"/> | Construction of outdoor dining or gathering spaces |
| <input type="checkbox"/> | Washing equipment  | <input type="checkbox"/> | City-approved outdoor furniture                    |
| <input type="checkbox"/> | Safety equipment   |                          |  |

### Retail/Office Business Expenses

- Point of sale equipment
- Lighting
- Permanent fixtures
- Security equipment

### Eligible Sign Expenses for All Businesses

- Projecting/Blade Sign
- Wall/Attached Sign
- Canopy/Awning Sign
- Window Sign
- Sidewalk Sign

See policy for sign descriptions.

## Project Details

Please provide detail for each item in the project.

## Documentation

### Application Checklist

- |                          |   |                          |  |
|--------------------------|---|--------------------------|--|
| <input type="checkbox"/> | Completed application   | <input type="checkbox"/> | Certificate of Appropriateness if the property is within the Local Historic District |
| <input type="checkbox"/> | Summary outlining the full extent of the work   | <input type="checkbox"/> | Copies of all required permit application(s)   |
| <input type="checkbox"/> | A minimum of two quotes from a licensed, bonded, and insured contractor(s) covering full extent of the work | <input type="checkbox"/> | Proof of ownership or leasing contract   |
| <input type="checkbox"/> | Site plans, elevations plans, drawings  | <input type="checkbox"/> | Property owner's written permission if tenant is applying                            |
| <input type="checkbox"/> | Photos of existing conditions   |                          |  |

Grant application submissions require the following information and documents.

### Additional Existing Business Checklist

- A detailed description of expansion plan including current footprint and footprint after expansion
- Detailed description of the cost for all proposed improvements, including two price quotes from a licensed/bonded and insured contractor and descriptions and costs for new equipment that will be part of the expansion
-

Copies of approved permit(s)

#### Quote #1 from Contractor

No file chosen

A minimum of two quotes from a licensed, bonded, and insured contractor(s) covering full extent of the work

#### Quote #2 from Contractor

No file chosen

A minimum of two quotes from a licensed, bonded, and insured contractor(s) covering full extent of the work

#### Site Plans, Elevation Plans, and Drawings

No file chosen

Combine files into one .pdf or .zip file, if needed

#### Photos of Existing Conditions

No file chosen

Combine files into one .pdf or .zip file, if needed

#### Certificate of Appropriateness

No file chosen

If property is within the local Historic District

#### Permit Applications

No file chosen

Combine files into one .pdf or .zip file, if needed

#### Proof of Ownership or Leasing Contract

No file chosen

#### Property Owner Permission Statement

No file chosen

If tenant is applying

#### Existing Business: Expansion Plan & Footprints

No file chosen

A detailed description of expansion plan including current footprint and footprint after expansion

#### Existing Business: Description for Proposed Improvements

No file chosen

Combine files into one .pdf or .zip file, if needed

Detailed description of the cost for all proposed improvements, including two price quotes from a licensed/bonded and insured contractor and descriptions and costs for new equipment that will be part of the expansion.

#### Existing Business: Required Permits

No file chosen

Choose File No file chosen

**Additional Documentation, if Needed**

Choose File No file chosen

Additional quote from contractor or any other additional documentation needed

**Additional Documentation, if Needed**

Choose File No file chosen

Additional quote from contractor or any other additional documentation needed

**Approval Process**

Upon submission of this application the Downtown Manager/Director will schedule an application review meeting with the applicant within two weeks of receipt. Submission of this application is not a guarantee of a grant award or issuance of a permit. An approval letter will be mailed, emailed, or given by hand to the applicant upon approval. If an application is not approved, the Downtown Office will convey the rejection through email along with the reason for the rejection.

**Certification**

I certify that all information provided in this application is accurate and that all work will be performed to meet the program guidelines, City zoning and building code requirements, historic district requirements if applicable and meet the guidelines of the Secretary of Interior's Standards for Rehabilitation and Supplementary Requirements for Development in the Central Business District (City of Monroe Code of Ordinances Title XV, Chapter 156.0540).

I understand that Downtown Grants must receive a recommendation by Monroe's Downtown Advisory Board to City Council. If a recommendation is awarded, staff will request a call for a public hearing at the next regular City Council meeting. A presentation and request will then be made to City Council at the next regularly scheduled City Council meeting. If approved, funds will be encumbered and held until the project is completed and a new assessed value is provided by the Union County Tax Assessor's office.

An application is not a guarantee that an award will be made.

**Note:** The approval process will take a minimum of three months.

**By signing and submitting this document, you agree that all signatures where required may be Electronically Signed by either party, pursuant to NCGS 66-315(b).\***



I understand.

**Signature \***

Johnathan Shelton

**Date \***

10/14/2025



**STAFF REPORT**

**TO:** Downtown Advisory Board  
**DATE:** November 19, 2025  
**FROM:** Jeff Wells, Assistant City Manager  
**PREPARED BY:** Donna O’Keefe, Downtown Manager  
**SUBJECT:** Grow Monroe Grant Application – JamZ Pizza and Wings

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**SUMMARY STATEMENT**

The Downtown Advisory Board is asked to consider a recommendation for a GROW Monroe Grant application for Mark Fox, Julie Fox, Angela Delli Colli, and Jim Delli Colli , owners of JamZ Pizza and Wings at 104 S. Main Street.

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**REVIEW**

The owner of JamZ Pizza and Wings have entered into a three-year lease with Kerr Main LLC for a retail space at 104 S. Main Street.

Mark Fox, Julie Fox, Angela Delli Colli, and Jim Delli Colli, owners of JamZ Pizza and Wings have applied for the Grow Monroe Downtown Grant. This is a matching 50/50 downtown grant program designed to provide assistance with rental expenses and/or up-fit expenses for a new business. Awards are determined using a formula based square footage.

JamZ Pizza and Wings is a 1000 sq. ft. retail space. This makes the JamZ Pizza and Wings owners eligible for \$8 per sq. ft. or a maximum of \$8000.00 through this grant program. The owners have applied for up-fit only as part of opening their new business. The owners are eligible for a maximum of \$8000.00 in up-fit assistance through this grant. The applicants have provided proof of payment documentation for \$19,548.34 in qualifying up-fit expenses.

**RECOMMENDATION**

Staff requests Downtown Advisory Board recommend the approval of the Grow Monroe Downtown Grant to Mark Fox, Julie Fox, Angela Delli Colli, and Jim Delli Colli, owners of JamZ Pizza and Wings to City Council with the Resolution and Budget Amendment to appropriate funds of \$8000.00

Attachments:  
Application  
Signed Lease Agreement  
Paid receipts for qualifying expenses

# Print

## Grow Monroe Grant Program Application - Submission #1664

Date Submitted: 10/23/2025



### Grow Monroe: A Grant Program to Support New or Expanding Businesses

#### Tips for Filling Out This Form

- Create a website account to save your progress over time. Click **Sign In to Save Progress** to create an account.
- The website will save text input into the form, but it will not save documents between sessions. Take time to collect what documents you need to submit, then upload them when you are ready to turn in your grant submission.

#### Overview

[Read the grant document \(PDF\)](#)

The City of Monroe is committed to supporting and promoting new and existing businesses in the Downtown Business District by providing financial assistance through an incentive grant that helps to offset the costs associated with opening a new business or expanding an existing business.

#### The Grant

The GROW MONROE grant program is a matching 50/50 incentive grant program designed to provide assistance with rental expenses, upfit expenses, or expansion costs.

Awards are determined using a formula based square footage.

1. New businesses are eligible for \$6.00 per square foot for retail/office and \$8.00 per square foot for food service/restaurants opening in the Downtown Business District.
2. Expanding businesses are eligible for \$4.00 per square foot for retail/office and \$6.00 per square foot for food service/restaurant for increasing the footprint of an existing business in the Downtown Business District. Applicants who have received an incentive award within the prior five years are not eligible.

## Submission Process

Grant applications will be accepted on an ongoing basis. Awards are based on the availability of funds and meeting the programs requirements.

Applicants must submit a completed application and obtain approval from the Downtown Manager.

- For new businesses, the application must be received within six months of opening.
- For expansions of existing businesses, the application and approval will be required prior to beginning the expansion project.
- Applicants for expansion assistance must be adding to the existing footprint of their business as well as creating three new jobs.

## Applicant Information

### Applicant Name\*

### Address\*

### City\*

### State\*

### Zip Code\*

### Email Address \*

### Phone Number\*

## Property Information

### Address\*

### City\*

### State\*

### Zip Code\*

**Parcel Number\***

09-232-086

**Primary Phone Number \***

704-774-1117

**Parcel Location Certification\***



I certify that this property is located in the Downtown Business District of Monroe. See policy for description.

**Property Owner Name (If different from applicant)**

James Kerr

**Address**

903 Skyway Drive

**City**

Monroe

**State**

NC

**Zip Code**

28110

**Cluster Type**

**Business Type**

Commercial

**Email Address**

julsfox04@gmail.com

**Phone Number**

**Which floor of the building will you be operating on?\***



**How many new jobs have you created with this project?\***

12

**How many residential units have you created with this project, if applicable?**

N/A

First

Second

Third

**Hours of Operation \***

Monday - Thursday 11:00 a.m. - 8:00 p.m. Friday -Saturday 11:00 a.m. - 9:00 p.m.

**Square Footage\***

1000

Please describe the days of the week and hours of operation

**Select Application Type\***

New business applying for rent subsidy only

New business applying for up-fit assistance only

New business applying for rent subsidy and up-fit assistance

Existing business applying for an expansion project

**Rent Subsidy Monthly Rent Cost for New Businesses Only**

\$ 1,400.00

Rent subsidy assistance awards 50% of a new businesses' rent for the first 12 months. Funds shall be paid by the City of Monroe to approved applicants after their first six months and again after 12 months. Proof of timely payment of the full amount of rent will be required before rent subsidy funds are released.

## Eligible Expenses & Details

Select all applicable expenses for your business type.

### Eligible Business Up-Fit Expenses for Food Service

Refrigerators, freezers, and coolers

Ovens, ranges, grills, and ventilation

Fryers and grease interceptor, grease trap or receptacle

Washing equipment

Safety equipment

Point of sale equipment

Lighting

Construction of outdoor dining or gathering spaces

City-approved outdoor furniture

### Retail/Office Business Expenses

Point of sale equipment

Lighting

Permanent fixtures

Security equipment

### Eligible Sign Expenses for All Businesses

Projecting/Blade Sign

Wall/Attached Sign

Canopy/Awning Sign

Window Sign

Sidewalk Sign

See policy for sign descriptions.

## Project Details

(1) New conveyor pizza oven- \$4,749.00 (2) New conveyor pizza oven - \$ 4,939.00 New food warmer/dump station - \$159.99 New fryer - \$1,059.00 New counter top pizza oven - \$1,299.00 New kitchen exhaust fan \$569.00 New rotating pizza warmer/oven - \$1,019.00 New beverage Refrigeration - \$1,549.00 New convection oven- \$3,500 Total= \$18,842.99

Please provide detail for each item in the project.

## Documentation

### Application Checklist

- |                                     |   |                                     |  |
|-------------------------------------|---|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Completed application   | <input type="checkbox"/>            | Certificate of Appropriateness if the property is within the Local Historic District |
| <input type="checkbox"/>            | Summary outlining the full extent of the work   | <input type="checkbox"/>            | Copies of all required permit application(s)   |
| <input type="checkbox"/>            | A minimum of two quotes from a licensed, bonded, and insured contractor(s) covering full extent of the work | <input checked="" type="checkbox"/> | Proof of ownership or leasing contract   |
| <input type="checkbox"/>            | Site plans, elevations plans, drawings  | <input type="checkbox"/>            | Property owner's written permission if tenant is applying                            |
| <input type="checkbox"/>            | Photos of existing conditions   |                                     |  |

Grant application submissions require the following information and documents.

### Additional Existing Business Checklist

- A detailed description of expansion plan including current footprint and footprint after expansion
- Detailed description of the cost for all proposed improvements, including two price quotes from a licensed/bonded and insured contractor and descriptions and costs for new equipment that will be part of the expansion



Copies of approved permit(s)

**Quote #1 from Contractor**

No file chosen

A minimum of two quotes from a licensed, bonded, and insured contractor(s) covering full extent of the work

**Quote #2 from Contractor**

No file chosen

A minimum of two quotes from a licensed, bonded, and insured contractor(s) covering full extent of the work

**Site Plans, Elevation Plans, and Drawings**

No file chosen

Combine files into one .pdf or .zip file, if needed

**Photos of Existing Conditions**

No file chosen

Combine files into one .pdf or .zip file, if needed

**Certificate of Appropriateness**

No file chosen

If property is within the local Historic District

**Permit Applications**

No file chosen

Combine files into one .pdf or .zip file, if needed

**Proof of Ownership or Leasing Contract**

Kerr Main 104 S Main draft lease.pdf

**Property Owner Permission Statement**

No file chosen

If tenant is applying

**Existing Business: Expansion Plan & Footprints**

No file chosen

A detailed description of expansion plan including current footprint and footprint after expansion

**Existing Business: Description for Proposed Improvements**

No file chosen

Combine files into one .pdf or .zip file, if needed

Detailed description of the cost for all proposed improvements, including two price quotes from a licensed/bonded and insured contractor and descriptions and costs for new equipment that will be part of the expansion.

**Existing Business: Required Permits**

Choose File No file chosen

**Additional Documentation, if Needed**

115036700.pdf

Additional quote from contractor or any other additional documentation needed

**Additional Documentation, if Needed**

110666135.pdf

Additional quote from contractor or any other additional documentation needed

**Approval Process**

Upon submission of this application the Downtown Manager/Director will schedule an application review meeting with the applicant within two weeks of receipt. Submission of this application is not a guarantee of a grant award or issuance of a permit. An approval letter will be mailed, emailed, or given by hand to the applicant upon approval. If an application is not approved, the Downtown Office will convey the rejection through email along with the reason for the rejection.

**Certification**

I certify that all information provided in this application is accurate and that all work will be performed to meet the program guidelines, City zoning and building code requirements, historic district requirements if applicable and meet the guidelines of the Secretary of Interior's Standards for Rehabilitation and Supplementary Requirements for Development in the Central Business District (City of Monroe Code of Ordinances Title XV, Chapter 156.0540).

I understand that Downtown Grants must receive a recommendation by Monroe's Downtown Advisory Board to City Council. If a recommendation is awarded, staff will request a call for a public hearing at the next regular City Council meeting. A presentation and request will then be made to City Council at the next regularly scheduled City Council meeting. If approved, funds will be encumbered and held until the project is completed and a new assessed value is provided by the Union County Tax Assessor's office.

An application is not a guarantee that an award will be made.

**Note:** The approval process will take a minimum of three months.

**By signing and submitting this document, you agree that all signatures where required may be Electronically Signed by either party, pursuant to NCGS 66-315(b).\***



I understand.

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**Signature \***

Julie D. Fox

**Date \***

10/23/2025

JAMZ Pizza & Wings  
104 S. Main Street  
Monroe, NC 28112

**Enclosed**

JAMZ Pizza & Wings Information

Grant Summary

Grant Endorsement from building owner Mr. Kerr

Occupancy Certificate

Equipment receipts

## Information about JAMZ Pizza & Wings

Julie and Mark Fox along with their partners Jim and Angela Delli Colli snagged the opportunity to open a new business on Main Street in Monroe.

We are JAMZ Pizza & Wings, but we offer so much more. Our name, JAMZ, simply derived from our names and their daughter who will be working in the deli (Julie, Jim, Angela, Mark, Z-izabella). We have a passion to offer quality food at a reasonable cost.

We are a TO-GO only deli. We specialize in crafting an Italian style pizza. We cook to order whole pies. For those of you who like to fold your pizza before taking a bite... we'll be your favorite destination!

We offer pizza slices daily. We also offer delicious sandwiches on Bolillo, freshly sliced Italian deli meats & cheeses by the pound, natural authentic gelato, crispy chicken wings, beer & wine for your stroll through the social district, and a quaint retail section of Italian groceries.

Our QR code or website allows our customers the convenience to order and pay ahead. While ordering from work, the comfort of home or just traveling from Charlotte to Myrtle Beach. We'll text when the order is ready to pick up because we know the value of time.

## **Grant Summary**

JAMZ Pizza & Wings is applying for the 2025 Grow Monroe Grant Program.

We are applying for an award for reimbursement of eligible expenses to include cooking equipment, refrigeration and/or monthly building lease expenses.

When we opened the new business there was an existing oven that was not cooking properly and had to be discarded almost immediately. Once the new oven was in place, we added a fryer to offer the crispy chicken wings that we are known for cooking at our previous business. Then our JAMZ Pizza & Wings customer base grew tremendously. We then required a second oven.

Business is excellent. The demand for our pizzas, wings, and sandwiches has superseded our expectations. We have recently purchased a third oven to keep up with the demand of our customers. Receiving approval for the Grow Monroe Grant Program would allow JAMZ Pizza & Wings to move in the direction of success.

We are grateful for your consideration and are happy to answer any questions or concerns.

Julie D. Fox, Co-Owner  
JAMZ Pizza & Wings  
104 South Main Street  
Monroe, NC 28112



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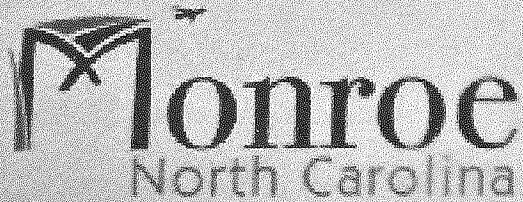
**“Grow Monroe” grant endorsement**

1 message

**James M. Kerr** <kerrjamesmaxwell@gmail.com>  
To: Julie Fox <jamzmonroenc@gmail.com>

Thu, Sep 4, 2025 at 7:30 AM

To whom it may concern: We have been informed by the owners of “ Jamz pizza and wings”that they are applying for a Grow Monroe grant to expand their business. Their efforts to provide excellent food in our downtown business district has exceeded expectations. We are sure whatever they have planned to enhance their already excellent Business will be an asset. Best regards,  
Kerr Main, llc Owners of 100-110 S. Main St. monroe



**Monroe Fire Department  
Fire Prevention Bureau  
Inspection Permit**



By virtue of the provisions of the Fire Prevention regulations of the City of Monroe,

**Name of Business:** JAMZ Pizza and Wings

**Address:** 104 S Main St

Having made application in due form with the appropriate fee(s) and as the conditions, surroundings, and premises are of such opinion that they are in compliance with the provisions of the City of Monroe, authority is hereby given for the use, process, handling and/or occupancy as deemed per the type of permit and provisions listed herein.

**Type of Permit: Fire Inspection – General use**

This permit is issued and accepted on the conditions that all regulations and provisions now adopted or that may hereafter be adopted shall be complied with and shall be valid only at the location and within the period specified on this permit.

**Issued by:** Division Chief Fire Marshal Kevin Philemon

**Date Issued:** May 2025      **Date Expires:** May 2026

***This permit must be posted at all times on the premises. Any changes in the use of the occupancy or premises shall require the issuance of a new permit. This permit is not transferrable to a new location or address.***

**JAMZ Pizza & Wings**

**2025 New Equipment Purchases**

New Convection Oven #1	\$ 3,500.00
New Conveyer Oven #2	\$ 4,749.00
New Conveyer Oven #3	\$ 5,272.38
New Glass Refrigerated Deli Case	\$ 1,653.56
New Two-basket Natural Gas Fryer	\$ 1,130.48
New Double Deck Pizza/Bakery Oven	\$ 1,387.74
New Pizza Warming Rotating Rack	\$ 1,087.78
New Variable Speed Kitchen Exhaust Fan	\$ 607.41
New Freestanding Food Warmer	\$ 159.99
<b>Total</b>	<b>\$19,548.34</b>

**Monthly building lease**

\$1,400.00

(lease attached)



# WebstaurantStore

Sales Invoice - DO NOT PAY

Order Number	User ID	Date Ordered
115036700	46346607	8/18/25 at 12:14 PM

## Bill To Ship To Shipping Method

**Mark Fox**  
 JAMZ Pizza & Wings  
 803 Deese Rd.  
 Monroe, NC 28110

**Mark Fox**  
 JAMZ Pizza & Wings  
 104 South Main St.  
 Monroe, NC 28112

Common Carrier

### Your Contact

help@webstaurantstore.com

### Customer PO

(980) 328-3464

### Customer Phone

Item Number	Description	Unit Price	QTY	Tax	Total
922PO422018L	Vollrath PO4-22018L-R JPO18 68" Ventless Countertop Conveyor Oven with 18" Wide Belt, Left to Right Operation - 6200W, 220V	\$4,749.00	1	\$320.56	\$4,749.00
EXTWARNT	2 Year Protection Plan Powered by Safeware PWI:383564 ( 922PO422018L )	\$131.51	1	\$8.88	\$131.51
<b>SubTotal:</b>					<b>\$4,880.51</b>
<b>Tax:</b>					<b>\$333.15</b>
<b>Shipping &amp; Handling:</b>					<b>\$0.00</b>
<b>Liftgate:</b>					<b>\$55.00</b>
<b>Total (USD):</b>					<b>\$5,268.66</b>
<b>Balance Due:</b>					<b>\$0</b>

Payment Method: Mastercard - XXXX6918 - \$5,268.66

### WebstaurantStore

40 Citation Lane  
 Lititz, PA 17543  
 717-392-7472

Thank you for your business!

Note: The above address is for billing purposes only. For questions regarding returns, visit your account at

<https://www.webstaurantstore.com/MyAccount>

OVEN #A

# WebstaurantStore

## Sales Invoice

Order Number	User ID	Date Ordered
117488860	46635057	10/16/2025 at 1:04 PM

### Bill To

Mark Fox  
 JAMZ Pizza & Wings  
 803 Deese Rd.  
 Monroe, NC 28110

### Ship To

Mark Fox  
 JAMZ Pizza & Wings  
 104 S Main St  
 Monroe, NC 28112-5541

### Shipping Method

Common Carrier W/ Liftgate

### Your Contact

help@webstaurantstore.com

### Customer PO

(980) 328-3464

### Customer Phone

Item Number	Description	Unit Price	QTY	Est. Tax	Total
922PO422018L	Vollrath PO4-22018L-R JPO18 68" Ventless Countertop Conveyor Oven with 18" Wide Belt, Left to Right Operation - 6200W, 220V	\$4,939.00	1	\$333.38	\$5,272.38

Payment Method: mastercard - XXXX5983 - \$5,331.10

**Subtotal:** \$4,939.00  
**Shipping & Handling:** \$0.00  
**Estimated Tax:** \$337.10  
**Liftgate:** \$55.00  
**Total:** \$5,331.10  
**Balance Due:** \$0.00

**WebstaurantStore**  
 40 Citation Lane  
 Lititz, PA 17543  
 717-392-7472

Thank you for your business!

Note: The above address is for billing purposes only. For questions regarding returns, visit your account at

<https://www.webstaurantstore.com/myaccount>

OVEN  
 #2

# WebstaurantStore

## Sales Invoice

Order Number	User ID	Date Ordered
110666135	46635057	5/2/2025 at 10:57 AM

### Bill To

Mark Fox  
 JAMZ Pizza & Wings  
 803 Deese Rd.  
 Monroe, NC 28110

### Ship To

Mark Fox  
 JAMZ Pizza & Wings  
 104 South Main St.  
 Monroe, NC 28112

### Shipping Method

Common Carrier W/ Liftgate

### Your Contact

help@webstaurantstore.com

### Customer PO

(980) 328-3464

### Customer Phone

(980) 328-3464

Item Number	Description	Unit Price	QTY	Est. Tax	Total
178DLC47HCB	Avantco DLC47-HC-B 47" Black Curved Glass Refrigerated Deli Case	\$1,549.00	1	\$104.56	\$1,653.56
348DPC18P	Estella DPC18P 18" Manual Clamshell Pizza Dough Press - 120V, 1200W	\$1,999.00	1	\$134.93	\$2,133.93
177FF100N	Avantco FF100 Natural Gas 70-100 lb. Stainless Steel Tube Floor Fryer - 150,000 BTU	\$1,059.00	1	\$71.48	\$1,130.48
177DPO2S	Avantco DPO-2S Double Deck Countertop Pizza/Bakery Oven with Two Independent Chambers; (2) 1700W, 120V	\$1,299.99	1	\$87.75	\$1,387.74
425HS6N1	Hobart HS6N-1 13" Heavy-Duty Manual Slicer - 1/2 hp	\$6,631.10	1	\$447.60	\$7,078.70
423PDW18D1	Servit PDW18D1 18" Full-Service Pizza Warmer with 4-Shelf Rotating Rack	\$1,019.00	1	\$68.78	\$1,087.78
664P24EC	Canarm 24" Variable Speed Panel-Mounted Exhaust Fan with ECsmart Motor P24-EC - 5050 CFM, 1200 RPM, 115/208-280V	\$569.00	1	\$38.41	\$607.41

<b>Subtotal:</b>	\$14,126.09
<b>Shipping:</b>	\$218.35
<b>Estimated Tax:</b>	\$971.96
<b>Liftgate:</b>	\$55.00
<b>Total:</b>	\$15,371.40

### Payment Method:

**WebstaurantStore**  
 40 Citation Lane  
 Lititz, PA 17543  
 717-392-7472

Thank you for your business!

Note: The above address is for billing purposes only. For questions regarding returns, visit your account at

<https://www.webstaurantstore.com/myaccount>

# WebstaurantStore

Sales Invoice - DO NOT PAY

Order Number	User ID	Date Ordered
111521625	46635057	5/22/25 at 6:48 PM

## Bill To

Mark Fox  
JAMZ Pizza & Wings  
803 Deese Rd.  
Monroe, NC 28110

Mark Fox  
JAMZ Pizza & Wings  
803 Deese Rd.  
Monroe, NC 28110

## Shipping Method

Ground

## Your Contact

orders@webstaurantstore.com

## Customer PO

## Customer Phone

(980) 328-3464

## Item Number

177FFDS1



## Description

Avantco FFDS-1 Freestanding Infrared French Fry Warmer /  
Dump Station - 1000W, 120V

## Unit Price

\$159.99

## QTY

1

## Total

\$159.99

Payment Method: Visa - XXXX0412 - \$170.79

SubTotal: \$159.99

Tax: \$10.80

Shipping & Handling: \$0.00

Total (USD): \$170.79

Balance Due: \$0.00

## WebstaurantStore

40 Citation Lane  
Lititz, PA 17543  
717-392-7472

### Thank you for your business!

Note: The above address is for billing purposes only. For questions regarding returns, visit your account at <https://www.webstaurantstore.com/MyAccount>



REALTOR® North Carolina Association  
of REALTORS®

**COMMERCIAL LEASE AGREEMENT**  
(Single Tenant Facility)

(Note: This form is not intended to be used as a Sublease and SHOULD NOT be used in Sublease circumstances)

**THIS COMMERCIAL LEASE AGREEMENT**, including any and all addenda attached hereto ("Lease"), is by and between Kerr Main, LLC,

a(n) limited liability company ("Landlord"),  
(individual or State of formation and type of entity)

whose address is 318 N. Hayne St., Monroe, NC 28112  
JAMZ Pizza and Wings, and

a(n) LLP ("Tenant"),  
(individual or State of formation and type of entity)

whose address is 803 Deese Rd., Monroe, NC 28110

If this box is checked, the obligations of Tenant under this Lease are secured by the guaranty of Julie D Fox, Mark Fox,  
(name(s) of guarantor(s)) attached hereto and incorporated herein by reference.  
(Note: Attach Guaranty Agreement (Form 595-T) or attorney-drafted guaranty).

For and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**PREMISES**

1. Landlord leases unto Tenant, and Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property, including any improvements located thereon (herein after called the "Premises"), to wit:

(Address): 104 S. Main St, Monroe, NC 28112  
main level storefront

All  A portion of the property in Deed Reference: Book 1193, Page No. 326, Union  
County, consisting of approximately \_\_\_\_\_ acres.

Plat Reference: Lot(s) \_\_\_\_\_, Block or Section \_\_\_\_\_, as shown on Plat Book or Slide  
at Page(s) \_\_\_\_\_, County, consisting of \_\_\_\_\_ acres.

If this box is checked, Premises shall mean that property described on **Exhibit A** attached hereto and incorporated herewith by reference.

(For information purposes only, the tax parcel number of the Premises is: a portion of : 09-232-086)

**Occupancy Limitation:** If this box is checked, notwithstanding any greater occupancy of the Premises which may be permitted by any law, statute, ordinance, regulation, rule (including rules enacted pursuant to any private use restrictions), as the same may be amended from time to time, Tenant shall not allow occupancy of the Premises to exceed \_\_\_\_\_ persons per \_\_\_\_\_ square feet in the Premises at any one time.

**TERM**

2. The term of this Lease shall commence on May 1, 2025 ("Lease Commencement Date"), and shall end at 11:59 p.m. (based upon the time at the locale of the Premises) on May 1, 2028, unless sooner terminated as herein provided. The first Lease Year Anniversary shall be the date twelve (12) calendar months after the first day of the first full month immediately following the Lease Commencement Date and successive Lease Year Anniversaries shall be the date twelve (12) calendar months from the previous Lease Year Anniversary.

If this box is checked, Tenant shall have the option of renewing this Lease, upon written notice given to Landlord at least 90 days prior to the end of the then expiring term of this Lease, for 1 additional term(s) of 5 years each.



Initial JM Page 1 of 12  
North Carolina Association of REALTORS®, Inc. DS  
Tenant Initials JM Landlord Initials KML



**STANDARD FORM 592-T**  
Revised 7/2022  
© 7/2022

If this box is checked, Tenant shall have the option of renewing this Lease, upon written notice given to Landlord at least \_\_\_\_\_ days prior to the end of the then expiring term of this Lease, for additional term(s) as specified on **Exhibit B**.

**Option to Lease-** If this box is checked, Tenant, upon the payment of the sum of \$ \_\_\_\_\_ (which sum is not rental or security deposit hereunder, but is consideration for this Option to Lease and is non-refundable under any circumstances) shall have a period of \_\_\_\_\_ days prior to the Lease Commencement Date ("Option Period") in which to inspect the Premises and make inquiry regarding such sign regulations, zoning regulations, utility availability, private restrictions or permits or other regulatory requirements as Tenant may deem appropriate to satisfy itself as to the use of the Premises for Tenant's intended purposes. Tenant shall conduct all such on-site inspections, examinations, inquiries and other review of the Premises in a good and workman like manner, shall repair any damage to the Premises caused by Tenant's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Landlord's or any tenant's use and enjoyment of the Premises. In that respect, Tenant shall make reasonable efforts to undertake on-site inspections outside of the hours any tenant's business is open to the public and shall give prior notice to the tenant at the Premises of any entry onto the Premises for the purpose of conducting inspections. Upon Landlord's request, Tenant shall provide to Landlord evidence of general liability insurance. Tenant shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Premises and shall be entitled to review such books and records of Landlord that relate directly to the operation and maintenance of the Premises, provided, however, that Tenant shall not disclose any information regarding the Premises (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Tenant shall obtain their agreement to maintain such confidentiality. Tenant assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Option to Lease and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Tenant shall survive the termination of this Option to Lease or this Lease. Tenant shall, at Tenant's expense, promptly repair any damage to the Premises caused by Tenant's entry and on-site inspections. **IF TENANT CHOOSES NOT TO LEASE THE PREMISES, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO LANDLORD THEREOF PRIOR TO THE EXPIRATION OF THE OPTION PERIOD, THEN THIS LEASE SHALL TERMINATE AND NEITHER PARTY SHALL HAVE ANY FURTHER OBLIGATIONS HEREUNDER AND LANDLORD SHALL RETURN TO TENANT ANY RENTAL OR SECURITY DEPOSIT PAID TO LANDLORD HEREUNDER.** Tenant shall be deemed to have exercised its Option to Lease and to be bound under the terms of this Lease if (i) Tenant shall occupy the Premises prior to the expiration of the Option Period, whereupon the date of occupancy shall be deemed the Lease Commencement Date, or (ii) Tenant shall not provide written notice to Landlord of its termination of this Lease prior to the expiration of the Option Period.

**RENTAL**

3. Beginning on May 1, 2025 ("Rent Commencement Date"), Tenant agrees to pay Landlord (or its Agent as directed by Landlord), without notice, demand, deduction or set off, an annual rental of \$ 16,800.00 payable in equal monthly installments of \$ 1,400.00, in advance on the first day of each calendar month during the term hereof. Upon execution of this Lease, Tenant shall pay to Landlord the first monthly installment of rent due hereunder. Rental for any period during the term hereof which is less than one month shall be the pro-rated portion of the monthly installment of rental due, based upon a 30 day month.

If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted every 1 Lease Year Anniversary by 5.000 % over the amount then payable hereunder. In the event renewal of this Lease is provided for in Section 2 hereof and effectively exercised by Tenant, the rental adjustments provided herein shall apply to the term of the Lease so renewed, or

If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted every \_\_\_\_\_ Lease Year Anniversary by the greater of: (i) \_\_\_\_\_ percent ( \_\_\_\_\_ %) over the amount then payable hereunder, or, (ii) the percentage increase (but not any decrease) in the numerical index of the "Consumer Price Index for All Urban Consumers" (1982-84 = 100) published by the Bureau of Labor Statistics of the United States Department of Labor ("CPI") for the immediately preceding twelve (12) month period over the amount then payable hereunder.

If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted every \_\_\_\_\_ Lease Year Anniversary by \$ \_\_\_\_\_ over the amount then payable hereunder. In the event renewal of this Lease is provided for in Section 2 hereof and effectively exercised by Tenant, the rental adjustments provided herein shall apply to the term of the Lease so renewed.

If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted as provided on **Exhibit B**.

If this box is checked, Tenant shall pay all rental to Landlord's Agent at the following address:

**Zelle OR**

**Continued... See Addendum Landlord Agent Address 1**

Tenant Initials ADL Initial [Signature] Initial KML Page 2 of 12  
Landlord Initials [Signature]

**LATE CHARGES**

4. If Landlord fails to receive full rental payment within 5 days after it becomes due, Tenant shall pay Landlord, as additional rental, a late charge equal to Five Point Zero percent 5,000 (%) of the overdue amount or \$ \_\_\_\_\_ whichever is greater, plus any actual bank fees incurred for dishonored payments. The parties agree that such a late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of such late payment.

**SECURITY DEPOSIT**

5. Upon the execution of this Lease, Tenant shall deposit with Landlord the sum of \$ 1,500.00 as a security deposit which shall be held by Landlord as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease. The security deposit does not represent payment of and Tenant shall not presume application of same as payment of the last monthly installment of rental due under this Lease. Landlord shall have no obligation to segregate or otherwise account for the security deposit except as provided in this Section 5. If any of the rental or other charges or sums payable by Tenant shall be over-due and unpaid or should payments be made by Landlord on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord may, at its option, appropriate and apply the security deposit, or so much thereof as may be necessary, to compensate toward the payment of the rents, charges or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of the Tenant, and in such event Tenant upon demand shall restore the security deposit to the amount set forth above in this Section 5. In the event Tenant furnishes Landlord with proof that all utility bills and other bills of Tenant related to the Premises have been paid through the date of Lease termination, and performs all of Tenant's other obligations under this Lease, the security deposit shall be returned to Tenant within sixty (60) days after the date of the expiration or sooner termination of the term of this Lease and the surrender of the Premises by Tenant in compliance with the provisions of this Lease.

If this box is checked, Agent shall hold the security deposit in trust and shall be entitled to the interest, if any, thereon.

**UTILITY BILLS/SERVICE CONTRACTS**

6. Landlord and Tenant agree that utility bills and service contracts ("Service Obligations") for the Premises shall be paid by the party indicated below as to each Service Obligation. In each instance, the party undertaking responsibility for payment of a Service Obligation covenants that they will pay the applicable bills prior to delinquency. The responsibility to pay for a Service Obligation shall include all metering, hook-up fees or other miscellaneous charges associated with establishing, installing and maintaining such utility or contract in said party's name. Within thirty (30) days of the Lease Commencement Date, Tenant shall provide Landlord with a copy of any requested Tenant Service Obligation information.

Service Obligation	Landlord	Tenant	Not Applicable
Sewer/Septic		X	
Water		X	
Electric		X	
Gas		X	
Telephone			X
HVAC (maintenance/service contract)	X		X
Elevator (including phone line)			X
Security System			X
Fiber Optic			X
Janitor/Cleaning		X	
Trash/Dumpster		X	
Landscaping/Maintenance	X		
Sprinkler System (including phone line)			X
Pest Control		X	
Snow/Ice Removal		X	
<b>contents and liability insurance</b>		X	
			X
			X
			X
			X
			X

Initial DL Page 3 of 12 -DS Initial KML

Tenant Initials [Signature] Landlord Initials [Signature]

Landlord shall not be liable for injury to Tenant's business or loss of income therefrom or for damage that may be sustained by the person, merchandise or personal property of Tenant, its employees, agents, invitees or contractors or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of any utility installations, air conditioning system or other components of the Premises, except to the extent that such damage or loss is caused by Landlord's gross negligence or willful misconduct. Landlord represents and warrants that the heating, ventilation and air conditioning system(s) and utility installations existing as of the Lease Commencement Date shall be in good order and repair. Subject to the provisions of this Section 6, Landlord shall not be liable in damages or otherwise for any discontinuance, failure or interruption of service to the Premises of utilities or the heating, ventilation and air conditioning system(s) and Tenant shall have no right to terminate this Lease or withhold rental because of the same.

**RULES AND REGULATIONS**

7.  If this box is checked, the rules and regulations attached hereto ("Rules and Regulations") are made a part of this Lease. Tenant agrees to comply with all Rules and Regulations of Landlord in connection with the Premises which are in effect at the time of the execution of the Lease or which may be from time to time promulgated by Landlord in its reasonable discretion, provided notice of such new Rules and Regulations is given to Tenant in writing and the same are not in conflict with the terms and conditions of this Lease.

**PERMITTED USES**

8. The permitted use of the Premises shall be: central business district, City of Monroe, deli ("Permitted Use"). The Premises shall be used and wholly occupied by Tenant solely for the purposes of conducting the Permitted Use, and the Premises shall not be used for any other purposes unless Tenant obtains Landlord's prior written approval of any change in use. Landlord makes no representation or warranty regarding the suitability of the Premises for or the legality (under zoning or other applicable ordinances) of the Permitted Use for the Premises, provided however, that Landlord does represent that it has no contractual obligations with other parties which will materially interfere with or prohibit the Permitted Use of Tenant at the Premises. At Tenant's sole expense, Tenant shall procure, maintain and make available for Landlord's inspection from time to time any governmental license(s) or permit(s) required for the proper and lawful conduct of Tenant's business in the Premises. Tenant shall not cause or permit any waste to occur in the Premises and shall not overload the floor, or any mechanical, electrical, plumbing or utility systems serving the Premises. Tenant shall keep the Premises, and every part thereof, in a clean and wholesome condition, free from any objectionable noises, loud music, objectionable odors or nuisances.

**TAXES AND INSURANCE**

**(Note: The following box should only be checked if there are no boxes checked below in Section 9.)**  
 If this box is checked, Tenant shall have no responsibility to reimburse Landlord for taxes or insurance.

9. Landlord shall pay all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises and shall procure and pay for such commercial general liability, broad form fire and extended and special perils insurance with respect to the Premises as Landlord in its reasonable discretion may deem appropriate. Tenant shall reimburse Landlord for all taxes and insurance as provided herein within fifteen (15) days after receipt of notice from Landlord as to the amount due. Tenant shall be solely responsible for insuring Tenant's personal and business property and for paying any taxes or governmental assessments levied thereon. Tenant shall reimburse Landlord for taxes and insurance during the term of this Lease, and any extension or renewal thereof. **If boxes are checked below, the manner of reimbursement shall be as indicated:**

**Taxes**

- The amount by which all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises for each tax year exceed all taxes on the Premises for the tax year \_\_\_\_\_; or
- All taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises for each tax year.

If one of the two boxes above is checked, then if the final Lease Year of the term fails to coincide with the tax year, any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax year beyond the Lease term. If such taxes for the year in which the Lease terminates are not ascertainable before payment of the last month's rental, then the amount of such taxes assessed against the Property for the previous tax year shall be used as a basis for determining the pro rata share, if any, to be paid by Tenant for that portion of the last Lease Year.

If one of the two boxes above is checked, Tenant shall reimburse Landlord for taxes by paying to Landlord, beginning on the Rent Commencement Date and on the first day of each calendar month during the term hereof, an amount equal to one-twelfth (1/12) of the

Tenant Initials  Landlord Initials   
Initials Initials

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then current tax payments for the Premises. Upon receipt of bills, statements or other evidence of taxes due, Landlord shall pay or cause to be paid the taxes. If at any time the reimbursement payments by Tenant hereunder do not equal the amount of taxes paid by Landlord, Tenant shall upon demand pay to Landlord an amount equal to the deficiency or Landlord shall refund to Tenant any overpayment (as applicable) as documented by Landlord. Landlord shall have no obligation to segregate or otherwise account for the tax reimbursements paid hereunder except as provided in this Section 9.

**Insurance**

- the excess cost of commercial general liability, broad form fire and extended and special perils insurance with respect to the Premises over the cost of the first year of the Lease term for each subsequent year during the term of this Lease; or
- the cost of all commercial general liability, broad form fire and extended and special perils insurance with respect to the Premises.

If one of the two boxes above is checked, Tenant shall reimburse Landlord for insurance by paying to Landlord, beginning on the Rent Commencement Date and on the first day of each calendar month during the term hereof, an amount equal to one-twelfth (1/12) of the then current insurance premiums for the Premises. Upon receipt of bills, statements or other evidence of insurance premiums due, Landlord shall pay or cause to be paid the insurance premiums. If at any time the reimbursement payments by Tenant hereunder do not equal the amount of insurance premiums paid by Landlord, Tenant shall upon demand pay to Landlord an amount equal to the deficiency or Landlord shall refund to Tenant any overpayment (as applicable) as documented by Landlord. Landlord shall have no obligation to segregate or otherwise account for the insurance premium reimbursements paid hereunder except as provided in this Section 9.

Provided however, notwithstanding any provision of the foregoing, that in the event Tenant's use of the Premises results in an increase in the rate of insurance on the Premises, Tenant shall pay to Landlord, upon demand and as additional rental, the amount of any such increase.

**INSURANCE; WAIVER; INDEMNITY**



10. (a) During the term of this Lease, Tenant shall maintain commercial general liability insurance coverage (occurrence coverage) with broad form contractual liability coverage and with coverage limits of not less than 2000000 combined single limit, per occurrence, specifically including liquor liability insurance covering consumption of alcoholic beverages by customers of Tenant should Tenant choose to sell alcoholic beverages. Such policy shall insure Tenant's performance of the indemnity provisions of this Lease, but the amount of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligation hereunder. All policies of insurance provided for herein shall name as "additional insureds" Landlord, Landlord's Agent, all mortgagees of Landlord and such other individuals or entities as Landlord may from time to time designate upon written notice to Tenant. Tenant shall provide to Landlord, at least thirty (30) days prior to expiration, certificates of insurance to evidence any renewal or additional insurance procured by Tenant. Tenant shall provide evidence of all insurance required under this Lease to Landlord prior to the Lease Commencement Date.

(b) Landlord (for itself and its insurer) waives any rights, including rights of subrogation, and Tenant (for itself and its insurer) waives any rights, including rights of subrogation, each may have against the other for compensation of any loss or damage occasioned to Landlord or Tenant arising from any risk generally covered by the "all risks" insurance required to be carried by Landlord and Tenant. The foregoing waivers of subrogation shall be operative only so long as available in the State of North Carolina. The foregoing waivers shall be effective whether or not the parties maintain the insurance required to be carried pursuant to this Lease.

(c) Except as otherwise provided in Section 10(b), Tenant indemnifies Landlord for damages proximately caused by the negligence or wrongful conduct of Tenant and Tenant's employees, agents, invitees or contractors. Except as otherwise provided in Section 10(b), Landlord indemnifies Tenant for damages proximately caused by the negligence or wrongful conduct of Landlord and Landlord's employees, agents, invitees or contractors. The indemnity provisions in this Section 10 cover personal injury and property damage and shall bind the employees, agents, invitees or contractors of Landlord and Tenant (as the case may be). The indemnity obligations in this Section 10 shall survive the expiration or earlier termination of this Lease.

**REPAIRS BY LANDLORD**

11. Landlord agrees to keep in good repair the roof, foundation, structural supports and exterior walls of the buildings located on the Premises (exclusive of all glass and exclusive of all exterior doors) and, except as may be specifically allocated to Tenant in Section 12 herein, Landlord agrees to be responsible for capital replacements on the Premises; provided that Landlord shall not be responsible for repairs or capital replacements rendered necessary by the negligence or intentional wrongful acts of Tenant, its employees, agents,

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Tenant Initials \_\_\_\_\_ Landlord Initials \_\_\_\_\_

invitees or contractors. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair or replace and failure to report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions.

**(Note: Should Landlord and Tenant need to further detail the allocation of responsibility hereunder, the Special Stipulations box at the end of the Lease should be checked and such allocation should be specified on an Exhibit B.)**

**REPAIRS BY TENANT**

12. (a) Tenant accepts the Premises in their present condition and as suited for the Permitted Use and Tenant's intended purposes. Tenant, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, shall maintain in good order and repair the Premises, (except those repairs expressly required to be made by Landlord hereunder), specifically including but not limited to any building and other improvements located thereon, all light bulb and ballast replacements, plumbing fixtures and systems repairs within the Premises and water heater repairs. Tenant further agrees to care for the grounds around the building, including the mowing of grass, care of shrubs and general landscaping. Tenant shall use only licensed contractors for repairs where such license is required. Landlord shall have the right to approve the contract or as to any repairs in excess of \$ \_\_\_\_\_.

If this box is checked, Tenant, at its expense, shall maintain the heating, ventilation and air conditioning system(s) ("HVAC Systems") in good order and repair, including but not limited to replacement of parts, compressors, air handling units and heating units. Tenant shall be required to maintain a preventive maintenance contract for the HVAC Systems on terms and with a provider reasonably acceptable to Landlord, which contract shall call for at least semi-annual maintenance, inspection and repair of such HVAC Systems ("HVAC Contract"). Tenant shall provide a copy of the HVAC Contract to Landlord annually. Provided that: (i) Tenant has kept the HVAC Contract in force, and, (ii) Tenant shall have obtained Landlord's prior written approval of the contractor and the repair or replacement expenses for the HVAC Systems, then, for any calendar year, Tenant shall be responsible for the cost of repairing or replacing the HVAC Systems (or any major component thereof) up to \$ \_\_\_\_\_ per HVAC System with a maximum repair or replacement cost of \$ \_\_\_\_\_ for all HVAC Systems ("HVAC Cap") in such year. Tenant shall provide Landlord copies of all records related to the servicing, maintenance, repair, and replacement of the HVAC Systems upon the occurrence of any service, maintenance, repair, or replacement of the HVAC Systems. Landlord shall be responsible for paying the repair cost or replacement cost of such HVAC System in excess of the HVAC Cap.

If this box is checked, Landlord, at its expense, shall maintain the heating, ventilation and air conditioning system(s) ("HVAC Systems") in good order and repair, including but not limited to replacement of parts, compressors, air handling units and heating units. Provided that, Tenant shall reimburse Landlord for the cost of repairing or replacing the HVAC Systems (or any major component thereof) an amount up to \$ \_\_\_\_\_ per HVAC System with a maximum replacement cost of \$ \_\_\_\_\_ for all HVAC Systems ("HVAC Cap") in such year. Landlord shall be responsible for paying the repair cost or replacement cost of such HVAC System in excess of the HVAC Cap. Tenant shall reimburse Landlord for the amount of the HVAC Cap payable hereunder upon the written request of Landlord.

(b) Tenant, Tenant's employees, agents, invitees or contractors shall take no action which may void any manufacturers or installers warranty with relation to the Premises. Tenant shall indemnify and hold Landlord harmless from any liability, claim, demand or cause of action arising on account of Tenant's breach of the provisions of this Section 12.

**ALTERATIONS**

13. Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord, in connection with Landlord's consent to same, may designate any such alterations, additions, or improvements to the Premises as subject to removal upon the expiration or earlier termination of this Lease, in which case, upon Landlord's written notice to Tenant to remove same at the expiration or earlier termination of this Lease, Tenant shall do so and restore the Premises to the condition that existed prior to such alterations, additions, or improvements being made. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Section 13 upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. Tenant has no authority to allow, will not permit, and will indemnify Landlord and hold it harmless from, any contractors', laborers', mechanics', or materialmen's liens, or any other similar liens filed against the Premises in connection with any alterations, additions, or improvements to the Premises.

**SURRENDERING THE PREMISES**

14. Tenant shall schedule its move date with Landlord, in writing, in advance of the expiration or earlier termination of this Lease. Tenant agrees to return the Premises to Landlord at the expiration or earlier termination of this Lease, broom clean and in as good condition and repair as on the Lease Commencement Date, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. By written notice to Tenant, Landlord may require Tenant to remove any alterations, additions or

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Tenant Initials \_\_\_\_\_ Landlord Initials \_\_\_\_\_

improvements at the expiration or earlier termination of this Lease (whether or not made with Landlord's consent and whether or not designated via paragraph 13 as subject to removal) and to restore the Premises to its prior condition as of the Lease Commencement Date, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's personal property or trade fixtures which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such personal property or trade fixtures.

**(Note: Should Landlord and Tenant need to further enumerate their intent/understanding as to the status of items or property as fixtures, trade fixtures, or personal property hereunder, the Special Stipulations box at the end of the Lease should be checked and such enumeration should be specified by listing same by category on an Exhibit B.)**

**DESTRUCTION OF OR DAMAGE TO PREMISES**

15. (a) If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, Landlord shall have the right to terminate this Lease on written notice to Tenant within thirty (30) days after such destruction and this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date.

(b) If the Premises are damaged but not wholly destroyed by any such casualties or if the Landlord does not elect to terminate the Lease under Section 15(a) above, Landlord shall commence (or shall cause to be commenced) reconstruction of the Premises within one hundred twenty (120) days after such occurrence and prosecute the same diligently to completion, not to exceed two hundred seventy (270) days from the date upon which Landlord receives applicable permits and insurance proceeds. In the event Landlord shall fail to substantially complete reconstruction of the Premises within said two hundred seventy (270) day period, Tenant's sole remedy shall be to terminate this Lease.

(c) In the event of any casualty at the Premises during the last one (1) year of the Lease Term, Landlord and Tenant each shall have the option to terminate this Lease on written notice to the other of exercise thereof within sixty (60) days after such occurrence.

(d) In the event of reconstruction of the Premises, Tenant shall continue the operation of its business in the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and the obligation of Tenant to pay annual rental and any other sums due under this Lease shall remain in full force and effect during the period of reconstruction. The annual rental and other sums due under this Lease shall be abated proportionately with the degree to which Tenant's use of the Premises is impaired, commencing from the date of destruction and continuing during the period of such reconstruction. Tenant shall not be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Premises, Tenant's personal property, or any inconvenience or annoyance occasioned by such damage, reconstruction or replacement.

(e) In the event of the termination of this Lease under any of the provisions of this Section 15, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

**GOVERNMENTAL ORDERS**

16. Tenant, at its own expense, agrees to comply with: (a) any law, statute, ordinance, regulation, rule, requirement, order, court decision or procedural requirement of any governmental or quasi-governmental authority having jurisdiction over the Premises, (b) the rules and regulations of any applicable governmental insurance authority or any similar body, relative to the Premises and Tenant's activities therein; (c) provisions of or rules enacted pursuant to any private use restrictions, as the same may be amended from time to time and (d) the Americans with Disabilities Act (42 U.S.C.S. §12101, et seq.) and the regulations and accessibility guidelines enacted pursuant thereto, as the same may be amended from time to time. Landlord and Tenant agree, however, that if in order to comply with such requirements the cost to Tenant shall exceed a sum equal to one (1) year's rent, then Tenant may terminate this Lease by giving written notice of termination to Landlord in accordance with the terms of this Lease, which termination shall become effective sixty (60) days after receipt of such notice and which notice shall eliminate the necessity of compliance with such requirements, unless, within thirty (30) days of receiving such notice, Landlord agrees in writing to be responsible for such compliance, at its own expense, and commences compliance activity, in which case Tenant's notice given hereunder shall not terminate this Lease.

**CONDEMNATION**

17. (a) If the entire Premises shall be appropriated or taken under the power of eminent domain by any governmental or quasi-governmental authority or under threat of and in lieu of condemnation (hereinafter, "taken" or "taking"), this Lease shall terminate as of the date of such taking, and Landlord and Tenant shall have no further liability or obligation arising under this Lease after such date, except as otherwise provided for in this Lease.

(b) If more than twenty-five percent (25%) of the floor area of any building of the Premises is taken, or if by reason of any taking, regardless of the amount so taken, the remainder of the Premises is not one undivided space or is rendered unusable for the

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Tenant Initials

Landlord Initials

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Permitted Use, either Landlord or Tenant shall have the right to terminate this Lease as of the date Tenant is required to vacate the portion of the Premises taken, upon giving notice of such election within thirty (30) days after receipt by Tenant from Landlord of written notice that said Premises have been or will be so taken. In the event of such termination, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

(c) Landlord and Tenant, immediately after learning of any taking, shall give notice thereof to each other.

(d) If this Lease is not terminated on account of a taking as provided herein above, then Tenant shall continue to occupy that portion of the Premises not taken and the parties shall proceed as follows: (i) at Landlord's cost and expense and as soon as reasonably possible, Landlord shall restore (or shall cause to be restored) the Premises remaining to a complete unit of like quality and character as existed prior to such appropriation or taking, and (ii) the annual rent provided for in Section 3 and other sums due under the Lease shall be reduced on an equitable basis, taking into account the relative values of the portion taken as compared to the portion remaining. Tenant waives any statutory rights of termination that may arise because of any partial taking of the Premises.

(e) Landlord shall be entitled to the entire condemnation award for any taking of the Premises or any part thereof. Tenant's right to receive any amounts separately awarded to Tenant directly from the condemning authority for the taking of its merchandise, personal property, relocation expenses and/or interests in other than the real property taken shall not be affected in any manner by the provisions of this Section 17, provided Tenant's award does not reduce or affect Landlord's award and provided further, Tenant shall have no claim for the loss of its leasehold estate.

**ASSIGNMENT AND SUBLETTING**

18. Tenant shall not assign this Lease or any interest hereunder or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall pay to Landlord, concurrently with any request for consent to assignment or sublet, a non-refundable fee of \$ 1,000.00 as payment to Landlord for its review and processing of the request. In addition, Tenant shall pay to Landlord any legal fees and expenses incurred by Landlord in connection with the proposed assignment or sublet, to the extent such amounts exceed \$ 250.00. Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. No sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

**EVENTS OF DEFAULT**

19. The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (a) Tenant fails to pay when due the rental or any other monetary obligation as provided for herein; (b) Tenant abandons or vacates the Premises; (c) Tenant fails to comply with or abide by and perform any non-monetary obligation imposed upon Tenant under this Lease within thirty (30) days after written notice of such breach; (d) Tenant is adjudicated bankrupt; (e) A permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (f) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred and such proceeding is not dismissed within sixty (60) days of the filing thereof; (g) Tenant makes an assignment for benefit of creditors; or (h) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

**REMEDIES UPON DEFAULT**

20. Upon the occurrence of Event of Default, Landlord may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law: (a) Landlord may terminate this Lease by giving written notice to Tenant and upon such termination shall be entitled to recover from Tenant damages as may be permitted under applicable law; or (b) Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (c) Landlord, as Tenant's agent, without terminating this Lease, may enter upon and rent the Premises, in whole or in part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting, provided however, that Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Tenant's default and expressly shall have no duty to mitigate Tenant's damages. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof. Tenant acknowledges and understands that Landlord's acceptance of partial rental will not waive Tenant's breach of this Lease or limit Landlord's rights against Tenant hereunder or Landlord's right to evict Tenant through a summary ejectment proceeding, whether filed before or after Landlord's acceptance of any such partial rental.

**EXTERIOR SIGNS**

21. Tenant shall place no signs upon the outside walls, doors or roof of the Premises, except with the express written consent of the

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 Tenant Initials ST MDL DS KML Landlord-Initials

Landlord in Landlord's sole discretion. Any consent given by Landlord shall expressly not be a representation of or warranty of any legal entitlement to signage at the Premises. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with governmental rules and regulations governing such signs and Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to removal thereof.

**LANDLORD'S ENTRY OF PREMISES**

22. Landlord may advertise the Premises "For Rent" 60 days before the termination of this Lease. Landlord may enter the Premises upon prior notice at reasonable hours to exhibit same to prospective purchasers or tenants, to make repairs required of Landlord under the terms hereof, for reasonable business purposes and otherwise as may be agreed by Landlord and Tenant. Landlord may enter the Premises at any time without prior notice, in the event of an emergency or to make emergency repairs to the Premises. Upon request of Landlord, Tenant shall provide Landlord with a functioning key to the Premises and shall replace such key if the locks to the Premises are changed.

**QUIET ENJOYMENT**

23. So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, subject to the terms hereof.

**HOLDING OVER**

24. If Tenant remains in possession of the Premises after expiration of the term hereof, Tenant shall be a tenant at sufferance and there shall be no renewal of this Lease by operation of law. In such event, commencing on the date following the date of expiration of the term, the monthly rental payable under Section 3 above shall for each month, or fraction thereof during which Tenant so remains in possession of the Premises, be twice the monthly rental otherwise payable under Section 3 above.

**ENVIRONMENTAL LAWS**

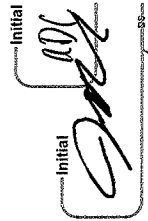



25. (a) Tenant covenants that with respect to any Hazardous Materials (as defined below) it will comply with any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, any other legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing (collectively, all such matters being "Hazardous Materials Requirements"). Tenant shall remove from the Premises, all Hazardous Materials that were placed on the Premises by Tenant or Tenant's employees, agents, invitees or contractors, either after their use by Tenant or upon the expiration or earlier termination of this Lease, in compliance with all Hazardous Materials Requirements.

(b) Tenant shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifest, filings, lists and invoices covering those Hazardous Materials and Tenant shall provide Landlord with copies of all such items upon request. Tenant shall provide within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any Hazardous Materials Requirements by Tenant, or related in any manner to Hazardous Materials. In addition, Tenant shall provide Landlord with copies of all responses to such correspondence at the time of the response.

(c) Tenant hereby indemnifies and holds harmless Landlord, its successors and assigns from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including attorney's fees and costs) paid, incurred or suffered by, or asserted against Landlord as a result of any claim, demand or judicial or administrative action by any person or entity (including governmental or private entities) for, with respect to, or as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises of any Hazardous Materials caused by Tenant or Tenant's employees, agents, invitees or contractors. This indemnity shall also apply to any release of Hazardous Materials caused by a fire or other casualty to the Premises if such Hazardous Materials were stored on the Premises by Tenant, its agents, employees, invitees or successors in interest.

(d) For purposes of this Lease, "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (i) is defined as a hazardous substance, hazardous material or waste, or toxic substance pursuant to any Hazardous Materials Requirements, (ii) is regulated, controlled or governed by any Hazardous Materials Requirements, (iii) is petroleum or a petroleum product, or (iv) is asbestos, formaldehyde, a radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials).

(e) The warranties and indemnities contained in this Section 25 shall survive the termination of this Lease.

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Landlord Initials  Initial 

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**SUBORDINATION; ATTORNMENT; ESTOPPEL**

26. (a) This Lease and all of Tenant's rights hereunder are and shall be subject and subordinate to all currently existing and future mortgages affecting the Premises. Within ten (10) days after the receipt of a written request from Landlord or any Landlord mortgagee, Tenant shall confirm such subordination by executing and delivering Landlord and Landlord's mortgagee a recordable subordination agreement and such other documents as may be reasonably requested, in form and content satisfactory to Landlord and Landlord's mortgagee. Provided, however, as a condition to Tenant's obligation to execute and deliver any such subordination agreement, the applicable mortgagee must agree that mortgagee shall not unilaterally, materially alter this Lease and this Lease shall not be divested by foreclosure or other default proceedings thereunder so long as Tenant shall not be in default under the terms of this Lease beyond any applicable cure period set forth herein. Tenant acknowledges that any Landlord mortgagee has the right to subordinate at any time its interest in this Lease and the leasehold estate to that of Tenant, without Tenant's consent.

(b) If Landlord sells, transfers, or conveys its interest in the Premises or this Lease, or if the same is foreclosed judicially or nonjudicially, or otherwise acquired, by a Landlord mortgagee, upon the request of Landlord or Landlord's successor, Tenant shall attorn to said successor, provided said successor accepts the Premises subject to this Lease. Tenant shall, upon the request of Landlord or Landlord's successor, execute an attornment agreement confirming the same, in form and substance acceptable to Landlord or Landlord's successor and Landlord shall thereupon be released and discharged from all its covenants and obligations under this Lease, except those obligations that have accrued prior to such sale, transfer or conveyance; and Tenant agrees to look solely to the successor in interest of Landlord for the performance of those covenants accruing after such sale, transfer or conveyance. Such agreement shall provide, among other things, that said successor shall not be bound by (a) any prepayment of more than one (1) month's rental (except the Security Deposit) or (b) any material amendment of this Lease made after the later of the Lease Commencement Date or the date that such successor's lien or interest first arose, unless said successor shall have consented to such amendment.

(c) Within ten (10) days after request from Landlord, Tenant shall execute and deliver to Landlord an estoppel certificate (to be prepared by Landlord and delivered to Tenant) with appropriate facts then in existence concerning the status of this Lease and Tenant's occupancy, and with any exceptions thereto noted in writing by Tenant. Tenant's failure to execute and deliver the Estoppel Certificate within said ten (10) day period shall be deemed to make conclusive and binding upon Tenant in favor of Landlord and any potential mortgagee or transferee the statements contained in such estoppel certificate without exception.

**ABANDONMENT**

27. Tenant shall not abandon the Premises at any time during the Lease term. If Tenant shall abandon the Premises or be dispossessed by process of law, any personal property belonging to Tenant and left on the Premises, at the option of Landlord, shall be deemed abandoned, and available to Landlord to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises.

**NOTICES**

28. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered or sent to the address shown at the beginning of this Lease, except that upon Tenant taking possession of the Premises, then the Premises shall be Tenant's address for such purposes. Notices to Landlord shall be delivered or sent to the address shown at the beginning of this Lease and notices to Agent, if any, shall be delivered or sent to the address set forth in Section 3 hereof. All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein.

**BROKERS**

29. Except as expressly provided herein, Tenant and Landlord agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the lease of the Property to Tenant.

Tenant and Landlord represent and warrant to each other that: (i) except as to the brokers designated below ("Brokers"), they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Tenant and/or the Landlord.

\_\_\_\_\_  
Acting as:  Landlord's Agent;  Dual Agent  
and \_\_\_\_\_  
("Listing Agent" - License # \_\_\_\_\_  
("Listing Agency"),

\_\_\_\_\_  
Acting as:  Tenant's Agent;  Landlord's (Sub)Agent;  Dual Agent  
("Leasing Agent" - License # \_\_\_\_\_  
(Leasing Agency)),

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Tenant Initials \_\_\_\_\_ Landlord Initials \_\_\_\_\_

**GENERAL TERMS**

30. (a) "Landlord" as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises. "Agent" as used in this Lease shall mean the party designated as same in Section 3, its heirs, representatives, assigns and successors. "Tenant" shall include the undersigned and its heirs, representatives, assigns and successors, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees as to the Premises covered by such assignment or sublease. "Landlord", "Tenant", and "Agent" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

(b) No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

**(c) Time is of the essence in this Lease.**

(d) This Lease may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Lease may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Lease constitutes the sole and entire agreement among the parties hereto and no modification of this Lease shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Lease shall not affect the validity of any other provisions hereof and this Lease shall be construed and enforced as if such invalid provisions were not included.

(e) Each signatory to this Lease represents and warrants that he or she has full authority to sign this Lease and such instruments as may be necessary to effectuate any transaction contemplated by this Lease on behalf of the party for whom he or she signs and that his or her signature binds such party. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Lease are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Lease.

(f) Upon request by either Landlord or Tenant, the parties hereto shall execute a short form lease (memorandum of lease) in recordable form, setting forth such provisions hereof (other than the amount of annual rental and other sums due) as either party may wish to incorporate. The cost of recording such memorandum of lease shall be borne by the party requesting execution of same. The NC REALTOR Memorandum of Lease (Form 596-T) or an attorney-drafted memorandum of lease may be used for this purpose.

(g) If legal proceedings are instituted to enforce any provision of this Lease, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

**SPECIAL STIPULATIONS**

**Note: Under North Carolina law, real estate agents are not permitted to draft lease provisions**

- If this box is checked, additional terms of this Lease are set forth on **Exhibit B** attached hereto and incorporated herein by reference.
- If this box is checked, improvements to the Premises to be provided by Landlord are set forth on **Exhibit C** attached hereto and incorporated herein by reference.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Initial ADL  Initial MS  Initial [Signature]  Initial KML  
 Initial [Signature]  Initial [Signature]  Initial [Signature]  Initial [Signature]  
 Tenant Initials \_\_\_\_\_ Landlord Initials \_\_\_\_\_

THIS DOCUMENT IS A LEGAL DOCUMENT. EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW. THE NORTH CAROLINA ASSOCIATION OF REALTORS® MAKES NO REPRESENTATIONS CONCERNING THE LEGAL SUFFICIENCY, LEGAL EFFECT OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION TO WHICH IT RELATES AND RECOMMENDS THAT YOU CONSULT YOUR ATTORNEY.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Lease to be duly executed.

**LANDLORD:**

**Individual**

Date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Business Entity**

**Kerr Main, LLC**  
(Name of Firm)

Date: \_\_\_\_\_  
\_\_\_\_\_

By: James M. Kerr  
DocuSigned by:  
**Kerr Main, LLC**  
213F5AE86CT04FE...

Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Title: **manager/member**  
Date: **May 1, 2025**

**TENANT:**

**Individual**

Date: \_\_\_\_\_  
\_\_\_\_\_

**Business Entity**

**Jamz Pizza and Subs, llp**  
(Name of Firm)

By: Mark Fox  
DocuSigned by:  
**Julie Dellicolli**  
01935F04092146D...  
Signed by:  
**Julie Dellicolli**  
0963268EB443436...

Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Title: **members**  
Signed by:  
**Angela Dellicolli**  
Date: **May 2, 2025**

Date: \_\_\_\_\_

Date: **May 1, 2025**  
Date: **May 1, 2025**

**ADDENDUM**

PROPERTY: 104 S. Main St, Monroe, NC 28112

1) Landlord Agent Address  
certified checks, payable to:

Kerr Main, LLC drop by 318 N Hayne St Monroe, NC 28112 on the 1st day of each and every month,  
late on the 5th day

Multiple horizontal lines for text entry.

Date: \_\_\_\_\_

Date: May 1, 2025

Signature \_\_\_\_\_

DocuSigned by:  
*Mark Wolf*  
Signature...

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

**Addendum**



## STAFF REPORT

**TO:** Downtown Advisory Board

**VIA:** Jeff Wells, Assistant City Manager

**DATE:** November 19, 2025

**FROM:** Donna O’Keefe

**SUBJECT:** New Special Event Sponsorship Program Discussion

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### SUMMARY STATEMENT

Staff will hold a discussion to review and collect board feedback on a new Special Events Sponsorship Program. This program would replace the existing Retail Sponsorship Plan used to support downtown events.

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### REVIEW

In 2018 the City of Monroe’s Downtown Office developed a sponsorship plan to encourage private event planners to host events in downtown. The City of Monroe’s Downtown office presented an updated the Retail Promotions Sponsorship Plan to the Downtown Advisory Board at the July meeting. The update provided add additional funding for approved downtown sponsorship applications.

The current Retail Sponsorship Plan only allows for the approval of one event application per quarter of up to \$1500. A new program is needed that can better define eligible expenses and allow more applicants the opportunity to receive event support during the year. The current program provides a maximum amount of \$6000.00 per year. The new program would award the same \$6000.00 per year but to potentially more applicants.

The special Events Sponsorship Program would be a reimbursement program designed to encourage Monroe’s downtown businesses to organize, host, or sponsor private events that attract visitors and foster a vibrant downtown environment. The new program would be funded by the city through the budget process until that years funding is exhausted.

This reimbursement sponsorship program would offset qualifying expenses up to \$1500 per year/per applicant. Reimbursements would require proof of payment in full prior to monies being released. Applicants must be located within the boundaries of the Downtown Business District or have a sponsor whose business is located within the Downtown Business District. Applicants would also be required to submit a completed application that includes an approved

event permit, list of approved event expenses, a list of collaborating businesses, as well as a list of business who will benefit from the event. Applications would be considered on a first come first serve basis.

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**RECOMMENDATION**

This is a discussion item. Staff is seeking feedback only. No board action is required.

Attachment(s):  
Program Draft

# Special Events Sponsorship Program

## Overview

The City of Monroe is committed to encouraging, strengthening, and supporting downtown businesses who would like to organize, host, or sponsor a private event that encourages foot traffic and visitors to our Downtown Business District.

## The Grant:

The **Special Events Sponsorship Program** is a reimbursement program designed to encourage Monroe's downtown businesses to organize, host, or sponsor private events that attract visitors and fosters a vibrant downtown environment.

The **Special Events Sponsorship Program** will receive annual funding through the city budget process. Applications will be accepted on an ongoing basis and sponsorships will be awarded each fiscal year until that year's funding is exhausted.

The Downtown Director is responsible for reviewing and recommending a private event sponsorship application to the Downtown Advisory Board. The Downtown Advisory Board will approve or deny a private event sponsorship application, as well as determine the final award amount of any approved private event sponsorship application.

This is a reimbursement sponsorship program designed to offset qualifying expenses of up to \$1500.00 per year to an applicant. Applicants are required to provide a list of approved expenditures as part of the application process. Reimbursements will be made to the approved applicants after they submit their paid event receipts and invoices.

**Awards are based on the availability of funds and meeting the programs requirements. Reimbursements require proof of payments in full prior to monies being released. This grant program will not retroactively pay for events and programs.**

**Depending on the quality of the application and/or number of applications and requests for this sponsorship, partial awards may be made.**

## Requirements:

- Applicants must be located within the boundaries of the Downtown Business District, or have a sponsor who's business is located within the Downtown Business District.

- Applicants are required to submit a completed application that includes an approved event permit, a list of approved event expenses, list of collaborating businesses, as well as a list of businesses who will benefit from the event.
- Businesses can only apply as a primary applicant once a fiscal year. (July - June)

### Downtown Business District Description

- The Downtown Business District begins at the CSX Railroad right-of-way and Charlotte Avenue to Lancaster Avenue
- Goes from Lancaster Avenue to Morrow Avenue, Morrow Avenue to Church Street, Church Street to Windsor Street, Windsor Street to Franklin Street, Franklin Street to Jefferson Street, Jefferson Street to Church Street, Church Street to the CSX Railroad right-of-way
- The Downtown Business District ends at the CSX Railroad right-of-way to Charlotte Avenue, where the description began



### Eligible Business Expenses

- Portable Restrooms and Handwashing Stations
- Trash receptacles and supplies
- Event area maintenance and event clean-up
- Off Duty Police Officers and Security
- Street Closure equipment and expenses
- Marketing expenses
- Tables and seating
- Tents/Inflatables
- Stage and sound

## Ineligible Business Expenses

- Permit Expenses
- Event Insurance
- Employee wages
- Rent
- Utilities

## Application Procedures

1. Submit the grant application with all required forms and documents to the Downtown Office. Review the application checklist.

<b>Application Checklist</b>	
Event Description	
Copy of approved event permit	
List and cost of qualifying event expenses	
List of collaborating businesses	
List of businesses who will benefit from the event	
Event Map	

2. The Downtown Director will review the application to determine if the application will be recommended to the Downtown Advisory Board.
3. The Downtown Director will contact the applicant within two weeks of receipt of the application with a status update.
4. The Downtown Director will present the recommended application and documents to the Downtown Advisory Board. Upon their determination, staff will communicate the approval or rejection to the applicant.

## Project Review and Reimbursement Procedures

Upon completion of the event or after all event expenses have been paid in accordance with the approved application, the applicant will submit the following to the Downtown Manager:

- Copies of paid invoices for all eligible costs
  - **Note:** Invoices must reflect a zero balance and are subject to verification.
- Current W-9

The Downtown Director will submit all documentation and request reimbursement. The Accounting Department will issue a check from funds approved by the Downtown Advisory Board to the applicant.

If the documentation is incomplete or cannot be verified, the applicant will be notified and allowed up to 30 working days to resubmit the required documentation for a second review.

### Important Note

The City of Monroe reserves the right to waive or increase this grant programs requirements and to interpret and/or adjust the program eligibility as it deems necessary. The City of Monroe reserves the right to receive, decline, review, and approve/deny an application from uses not fitting within the above criteria on a case by case basis. The City of Monroes Downtown Advisory Board will make its decsions based on the applicant's anticipated impact on the overall economic health of Downtown Monroe.

**Insert Application Here**