

INTOXICATING LIQUOR

PERSONAL BOND

KNOW ALL MEN BY THESE PRESENTS, that Carol Pepper

of the City of St. Louis

County of _____, State of Missouri

as Principal, and ELIZABETH S. GRIESE DIECK, as Surety, are held and firmly bound unto the State of Missouri, in the full and penal sum of Two Thousand and No/100 Dollars (\$2,000.00) lawful money of the United States, for payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, by these presents.

Signed and sealed this 27th day of November 19 67.

WHEREAS, the said Principal has been licensed by the Supervisor of Liquor Control of the State of Missouri, Retail by the Drink under and by virtue of the provisions of Chapter 311, R. S. Mo. 1949, as amended, known as the Liquor Control Law, at 1982 Arsenal Street, in the City of St. Louis

County of _____, State of Missouri, for a term beginning the 1st day of December 19 67, and continuing until the 30th day of June 19 68.

NOW, THEREFORE, The condition of this obligation is such, that, if the said Principal does not violate any of the provisions of Chapter 311, R. S. Mo. 1949, as amended, known as the Liquor Control Law; and if said Principal shall at all times keep an orderly house and does not sell, give away, or otherwise dispose of, or suffer the same to be done about his premises, any intoxicating liquor in any quantity to any minor; and if said Principal shall faithfully perform all requirements of said Chapter 311, R. S. Mo. 1949, as amended, known as the Liquor Control Law, while said license is in effect, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond is given and received under the express condition that if the Surety shall so elect, this bond may be terminated by giving thirty (30) days notice in writing to the Principal named herein and to the Supervisor of Liquor Control of the State of Missouri.

Provided, that in the event of such cancellation, the Surety shall, upon surrender of this bond, and his release from all liability thereunder, refund the premium paid, less a pro rata part thereof for the time this bond shall have been in force.

IN WITNESS WHEREOF, the said Principal and Surety have hereunto set their hands and seals the day and year first above written.

Carol Pepper Principal

Elizabeth S. Griesedieck ELIZABETH S. GRIESE DIECK, Surety

COPY COMMERCIAL LEASE

This Lease, made and entered into, this 1st day of October 1967,

by and between SHARON M. STOCKMANN

Parties hereinafter called Lessor, and CAROL A. PEPPER

hereinafter called Lessee,

WITNESSETH, That the said Lessor for and in consideration of the rents, covenants and agreements hereinafter mentioned and hereby agreed to be paid, kept and performed by said Lessee, or Lessees, successors and assigns, has leased and by these presents does lease to said Lessee the following described premises, situated in the City of St. Louis State of Missouri, to-wit:

Premises First floor store including basement thereunder known as and numbered 1982 Arsenal Street.

Use of Premises To have and to hold the same, subject to the conditions herein contained, and for no other purpose or business than that of Full Liquor License Tavern.

Term and Rental for and during the term of TWO (2) YEARS commencing on the First day of October 1967 and ending on the Thirtieth day of September 1969 at the yearly rental of Nine Hundred Sixty (\$960.00) and NO/100 Dollars, payable in advance in equal monthly installments of Eighty (\$80.00) and NO/100 Dollars

on the First day of each and every month during the said term.

Assignment or Sub-letting This lease is not assignable, nor shall said premises or any part thereof be sublet, used or permitted to be used for any purpose other than above set forth without the written consent of the Lessor endorsed hereon; and if this lease is assigned or the premises or any part thereof sublet without the written consent of the Lessor, or if the Lessee shall become the subject of a court proceeding in bankruptcy or liquidating receivership or shall make an assignment for the benefit of creditors, this lease may by such fact or unauthorized act be cancelled at the option of the Lessor. Any assignment of this lease or subletting of said premises or any part thereof with the written consent of the Lessor shall not operate to release the Lessee from the fulfillment on Lessee's part of the covenants and agreements herein contained to be by said Lessee performed, nor authorize any subsequent assignment or subletting without the written consent of the Lessor.

Repairs and Alterations All repairs and alterations deemed necessary by Lessee shall be made by said Lessee at Lessee's cost and expense with the consent of Lessor; and all repairs and alterations so made shall remain as a part of the realty; all plate and other glass now in said demised premises is at risk of said Lessee, and if broken, to be replaced by and at the expense of said Lessee.

The Lessor reserves the right to prescribe the form, size, character and location of any and all things affixed to and all signs which may be placed or painted upon any part of the demised premises, and the Lessee agrees not to place any awning or sign on any part of the demised premises without the written consent of the Lessor, or to bore or cut into any column, beam or any part of the demised premises without the written consent of Lessor. The Lessee and all holding under said Lessee agrees to use reasonable diligence in the care and protection of said premises during the term of this lease, to keep the water pipes, sewer drains, heating apparatus, elevator machinery and sprinkler system in good order and repair and to surrender said premises at the termination of this lease in substantially the same and in as good condition as received, ordinary wear and tear excepted.

The Lessee shall pay according to the rules and regulations of the water department for all water used in the demised premises. The Lessee will erect fire escapes on said premises at said Lessee's own cost, according to law, should the proper authorities demand same.

The Lessee agrees to keep said premises in good order and repair and free from any nuisance or filth upon or adjacent thereto, and not to use or permit the use of the same or any part thereof for any purpose forbidden by law or ordinance now in force or hereafter enacted in respect to the use or occupancy of said premises. The Lessor or legal representatives may, at all reasonable hours, enter upon said premises for the purpose of examining the condition thereof and making such repairs as Lessor may see fit to make.

If the cost of insurance to said Lessor on said premises shall be increased by reason of the occupancy and use of said demised premises by said Lessee or any other person under said Lessee, all such increase over the existing rate shall be paid by said Lessee to said Lessor on demand. The Lessee agrees to pay double rent for each day the Lessee, or any one holding under the Lessee, shall retain the demised premises after the termination of this lease, whether by limitation or forfeiture.

**Damage to
Tenants'
Property**

Lessor shall not be liable to said Lessee or any other person or corporation, including employees, for any damage to their person or property caused by water, rain, snow, frost, fire, storm and accidents, or by breakage, stoppage or leakage of water, gas, heating and sewer pipes or plumbing, upon, about or adjacent to said premises.

The destruction of said building or premises by fire, or the elements, or such material injury thereto as to render said premises unquestionably untenable for days, shall at the option of said Lessor or Lessee produce and work a termination of this lease.

If the Lessor and Lessee cannot agree as to whether said building or premises are unquestionably untenable for days, the fact shall be determined by arbitration; the Lessor and the Lessee shall each choose an arbitrator within five days after either has notified the other in writing of such damage, the two so chosen, before entering on the discharge of their duties, shall elect a third, and the decision of any two of such arbitrators shall be conclusive and binding upon both parties hereto.

If it is determined by arbitration, or agreement between the Lessor and the Lessee, that said building is not unquestionably untenable for days, then said Lessor must restore said building at Lessor's own expense, with all reasonable speed and promptness, and in such case a just and proportionate part of said rental shall be abated until said premises have been restored.

Failure on the part of the Lessee to pay any installment of rent or increase in insurance rate promptly as above set out, as and when the same becomes due and payable, or failure of the Lessee promptly and faithfully to keep and perform each and every covenant, agreement and stipulation herein on the part of the Lessee to be kept and performed, shall at the option of the Lessor cause the forfeiture of this lease.

Possession of the within demised premises and all additions and permanent improvements thereof shall be delivered to Lessor upon ten days' written notice that Lessor has exercised said option, and thereupon Lessor shall be entitled to and may take immediate possession of the demised premises, any other notice or demand being hereby waived.

Any and all notices to be served by the Lessor upon the Lessee for any breach of covenant of this lease, or otherwise, shall be served upon the Lessee in person, or left with anyone in charge of the premises, or posted upon some conspicuous part of said premises.

Re-Entry

Said Lessee will quit and deliver up the possession of said premises to the Lessor or Lessor's heirs, successors, agents or assigns, when this lease terminates by limitation or forfeiture, with all window glass replaced, if broken, and with all keys, locks, bolts, plumbing fixtures, elevator, sprinkler, boiler and heating appliances in as good order and condition as the same are now, or may hereafter be made by repair in compliance with all the covenants of this lease, save only the wear thereof from reasonable and careful use.

But it is hereby understood, and Lessee hereby covenants with the Lessor, that such forfeiture, annulment or voidance shall not relieve the Lessee from the obligation of the Lessee to make the monthly payments of rent hereinbefore reserved, at the times and in the manner aforesaid; and in case of any such default of the Lessee, the Lessor may re-let the said premises as the agent for and in the name of the Lessee, at any rental readily obtainable, applying the proceeds and avails thereof, first, to the payment of such expense as the Lessor may be put to in re-entering, and then to the payment of said rent as the same may from time to time become due, and toward the fulfillment of the other covenants and agreements of the Lessee herein contained, and the balance, if any, shall be paid to the Lessee; and the Lessee hereby covenants and agrees that if the Lessor shall recover or take possession of said premises as aforesaid, and be unable to re-let and rent the same so as to realize a sum equal to the rent hereby reserved, the Lessee shall and will pay to the Lessor any and all loss of difference of rent for the residue of the term. The Lessee hereby gives to the Lessor the right to place and maintain its usual "for rent" signs upon the demised premises, in the place that the same are usually displayed on property similar to that herein demised, for the last thirty days of this lease.

Lessor hereby gives Lessee a Three (3) Year option for renewal under the same terms and conditions, and Lessee is to give a sixty (60) day written notice to Lessor before expiration if renewal is desired.

Lessee shall deposit the sum of One Hundred Sixty (\$160.00) and NO/100 Dollars with Lessor as security for the fulfillment of this lease, same to be applied to the last two (2) months rent of said lease.

In the event of failure on Lessee's part to comply with said lease, the above security deposit is then forfeited to Lessor.

Rental as stated herein is to include Lessee's use of the following fixtures and equipment belonging to Lessor with the understanding, that Lessee is to keep and maintain said fixtures and equipment in good working order and repair at Lessee's expense.

- 1 - Wood Front Bar
- 1 - Wood Back Bar
- 2 - Metal 3 Compartment Dry Bottle Beer Boxes
- 1 - Stainless Steel Triple Drain Sink
- 1 - Draft Beer Box and Dispenser
- 3 - Compressors located in basement
- 4 - Wood Tables
- 15 - Wood Chairs.

This lease is contingent upon Lessee's ability to secure a full liquor license.

No
Constructive
Waiver

No waiver of any forfeiture, by acceptance of rent or otherwise, shall waive any subsequent cause of forfeiture, or breach of any condition of this lease; nor shall any consent by the Lessor to any assignment or subletting of said premises, or any part thereof, be held to waive or release any assignee or sub-lessee from any of the foregoing conditions or covenants as against him or them; but every such assignee and sub-lessee shall be expressly subject thereto.

Whenever the word "Lessor" is used herein it shall be construed to include the heirs, executors, administrators, successors, assigns or legal representatives of the Lessor; and the word "Lessee" shall include the heirs, executors, administrators, successors, assigns or legal representatives of the Lessee and the words Lessor and Lessee shall include single and plural, individual or corporation, subject always to the restrictions herein contained, as to subletting or assignment of this lease.

IN WITNESS WHEREOF, the said parties aforesaid have duly executed the foregoing instrument or caused the same to be executed the day and year first above written.

Sharon M. Stockman
Lessor
Carol A. Furber
Lessee

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