



Board of County Commissioners Pre-Commission Meeting

September 19, 2023 | 5:00 PM

City Hall
700 Poplar Street
Macon, GA 31201

Mayor Lester M. Miller
Mayor Pro Tem Seth Clark
Commissioner Valerie Wynn
Commissioner Paul Bronson
Commissioner Elaine Lucas
Commissioner Mallory Jones
Commissioner Raymond Wilder
Commissioner Bill Howell
Commissioner Virgil Watkins
Commissioner Al Tillman

1. Call to Order

Mayor Lester M. Miller

2. Approval of Minutes

3. New Alcohol Beverage Licenses

- a. Apt 77 located at 401 Cherry Street, Macon, GA 31201 (Sponsored by: Lester M. Miller, Mayor)
- b. Francar's Buffalo Wings located at 1365 Linden Avenue, Macon, GA (Sponsored by: Lester M. Miller, Mayor)

4. Additions or Changes to the Macon-Bibb County Code

- a. An Ordinance To Amend Chapter 19 Of The Macon-Bibb County Code Of Ordinances To Alter Requirements Related To Leasing Real Property (Sponsored by: Lester M. Miller, Mayor)

5. Change to Organization Chart

- a. An Ordinance To Authorize A Budget Amendment To Reflect Expected Revenue And Appropriate Sums For The Operation Of The Fixed Base Operator ("FBO") At The Middle Georgia Regional Airport; To Amend The Macon-Bibb County Organizational Chart To Add Multiple Positions To The Airport Department; (Sponsored by: Lester M. Miller, Mayor)

- b. An Ordinance To Amend The Macon-Bibb County Organizational Chart To Add The Position Of “Transportation Safety Manager” To The Engineering Department; (Sponsored by: Lester M. Miller, Mayor)

6. Supplemental Appropriation

- a. An Ordinance Of The Macon-Bibb County Commission To Authorize A Supplemental Appropriation Of \$620,884.15 From General Fund – Fund Balance To The LMIG/GDOT Grant Funds Account – Roadwork Line Item For The Purpose Of Supplementing The Roads List For The Deep Patch Asphalt Resurfacing Project (Sponsored by: Lester M. Miller, Mayor)

7. Grants

- a. A Resolution Authorizing The Mayor To Execute A Grant Agreement With The U.S. Department Of Transportation (DOT) Under The Alternate Essential Air Service Program (AEAS), In The Amount Of Up To \$20,205,775.00, With No Local Match, To Subsidize Air Service Out Of The Middle Georgia Regional Airport (Sponsored by: Lester M. Miller, Mayor)

8. Executive Session

Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against Macon-Bibb County or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. § 50-14-2(1); Entering into an option to purchase, dispose of, or lease property as provided in O.C.G.A. § 50-14-3(b)(1)(E); and Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. § 50-14-3(b)(2);

ADDED TO THE SEPTEMBER 19TH, PRE-COMMISSION MEETING

Introductory Text

All current Alcohol Licenses expire December 31.

There is no grace period.

Alcohol License Renewal applications must be submitted annually on or before November 15th to receive your alcohol license by the January 1st deadline. Renewal applications will be accepted until 12/31. After this date a new Alcohol License Application will have to be submitted.

Accepted Methods of Payment: **Credit, Debit, and eCheck.**

Please proceed to the Application Questions for steps to renew or apply for initial licensure.

Application Questions

Are you submitting an Initial Application or a Renewal for an existing license?

Application Type : Initial Application

Are you submitting a Business Continuation application?

Business Continuation : No

Are you submitting an application for a non-profit business?

Non-Profit Business : No

Required Attachments



Please note: You will be required to complete the Alcohol Beverage Supplemental Packet as a part of this application.

You will need to complete and upload the supplemental packet. This can be found [here](#)

You must complete and upload the Alcohol Beverage Supplemental Packet here.

Alcohol Beverage Supplemental Packet:

Apt 77 telegraph .pdf

Scanned Measurement Form for 401 Cherry St., Ste 101, Apt 77.pdf

Apt 77 LLC.pdf

Apt 77 Camera .jpg

Apt 77 Good Standing.pdf

123_1.jpeg

IMG_5850.jpeg

Apt 77 P&Z.pdf

Ownership Disclosure Form.pdf

Agent Certification Apt 77.pdf

S.A.V.E Affidavit Apt 77.pdf

Application Privacy Rights Form.pdf

Named-Based Criminal History Form.pdf

Package To Go Identification form.pdf

Armed Security Apt 77.pdf

MCMJ dba APT 77_LEASE_03.09.2023.pdf

Business Information



For Business Name and Corporation Name, do not include commas or periods.

This is an example of what you SHOULD do: "John Doe's Services Inc"



For Business Name and Corporation Name, do not include commas or periods.

This is an example of what you SHOULD NOT do: "John Does Services, Inc."

Business Name (DBA) : Apt 77

Corporation Name : MCMJ LLC

Business Address : 401 CHERRY ST

City : MACON

State : GA

Zip : 31201

Mailing Address : 168 ABERCORN ST

City : WARNER ROBINS

State : GA

Zip : 31088

Local Business Phone # : (478) 238-5600

Email : APT77MACON@GMAILCOM

Owner Name : JARIUS JONES

Owner Phone # : (

Are you selling alcohol by the package to go? : No

Agent Information

Agent Information

Please provide the Alcohol Handler License Number for your Agent.

Alcohol Handler License Number : AH001049

Agent's First Name : JARIUS

Agent's Last Name : JONES

Agent's Home Phone # :

Job Title : OWNER

Agent's Home Address :

City :

State : GA

Zip : 31088

Social Security Number :

License Fees

License Fees (ADD All that Apply)

Add the applicable License Fees by clicking the **ADD** button below and selecting the appropriate options.

License Fees:

License Fee : Distilled Spirits Consumed on Premise - \$2,900

License Fee : Malt Consumed on Premise - \$800

License Fee : Wine Consumed on Premise - \$700

License Fee : Temporary Alcohol - \$100

Armed Security Personnel

Are you a bar/nightclub that derives 75% or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises?

Yes/No : Yes



Please note: Certified peace officers do not need to be listed and may be added in the future without updating this list. If you hire anybody in the future to work as armed security personnel at your bar or nightclub, this list MUST be updated to include that person before they are allowed to carry a firearm while working at your business.

If the answer is "Yes", please list below every individual who may be working as armed security personnel at your bar or nightclub:

Armed Security Personnel Identification:

Armed Security Licenses :

File uploaded:

Certification and Attestation

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

By checking this box and entering your name below, you are agreeing to the terms and conditions and consenting to the use of your electronic signature in lieu of an original signature on paper. : ☒

As a part of this application, please read the relevant code sections and requirements that are listed [here](#). Please note accessing the code here will save the information you entered and redirect you to the beginning of the application. Simply, move through the application to digitally sign and date.

By checking this box I am affirming that I have read the relevant code sections and am familiar with the requirements of licensure. : ☒

Digital Signature

Your Name Here : JARIUS JONES

Date

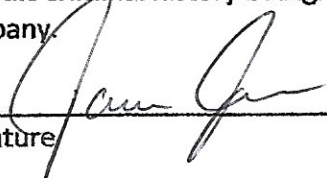
Today's Date : 08/07/2023

Name-Based Criminal History Record Information Consent/Inquiry Form

I hereby give consent for the Bibb County Sheriff's Office to conduct an inquiry and receive any Georgia criminal history record information pertaining to me, which may be contained in the files of any state or local criminal justice agency in Georgia.

Full Name (print):	<u>Jaeius Valdez Jones</u>

☒ This authorization is valid for 90/180/ (circle one) days from date of signature.
☐ I, Jaeius V. Jones, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.

Signature 

Date 6/7/23

*****Include a copy of your valid State/Government issued identification*****

Date of Inquiry: _____ Time of Inquiry: _____ Operator's Initials: _____

Purpose Code used: (check one)

☐	Employment (E) – Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Mentally Disabled (M) – Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Elder Care (N) - Provides <i>Georgia</i> Criminal History Record Information
☐	Employment with Children (W) - Provides <i>Georgia</i> Criminal History Record Information
☐	Public Records (P) – Provides <i>Georgia Felony Convictions</i> Only

The inquiry resulted in the following: (check all that apply)

☐	No Georgia CHRI results available.
☐	Georgia CHRI attached/released

☐	No NCIC/GCIC Warrant results available.
☐	Possible NCIC/GCIC Warrant. Contact Agency listed below.
Wanting Agency Name:	
Agency Telephone:	

Agency Designee Signature and Title

Date

MACON-BIBB COUNTY, GEORGIA
(S.A.V.E.) SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS
O.C.G.A. § 50-36-1 (e) (2) Affidavit

By executing this affidavit under oath, as an applicant for a Macon-Bibb County, Georgia, Occupation Tax Certificate, Alcohol License, or other public benefit as referenced in O.C.G.A. § 50-36-1; the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) ✓ I am a United States citizen 18 years of age or older. Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.
- 2) _____ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.

Please check only one option above and submit the required documents with your application.
Please note that the failure to do so will result in a processing delay.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1 (e) (1), with this affidavit.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Business Name: _____

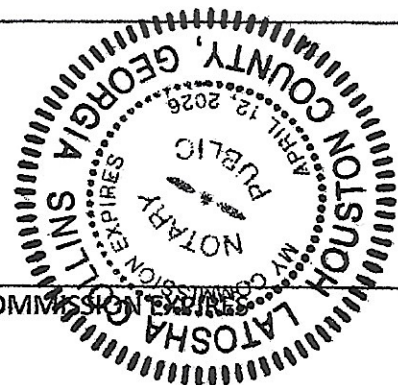
Printed Name of Applicant: _____

*Signature of Applicant: _____

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 4th DAY OF August, 20 23.

NOTARY PUBLIC



MY COMMISSION EXPIRES

MEASUREMENT FORM

Retail Sales of Distilled Spirits for Consumption on the Premises Macon-Bibb County Code Chapter 4, Alcoholic Beverages

APPLICANT: JARIUS JONES
PROPOSED LICENSE: BEER, WINE, AND LIQUOR CONSUMED ON PREMISES
BUSINESS LOCATION: 401 CHERRY ST., STE 101
BUSINESS NAME: APT 77

To Be Completed by County Engineer

1. Nearest property line of the place of business to the nearest property line of a state or county owned and operated alcoholic treatment center, or housing authority property measured and found to be more than 300 ft (4-142)

X Comply ____ Does not comply

Licenses for a private club or for a bona fide restaurant, hotel or motel or other bona fide food service establishment is exempt.

2. We are unable to determine if this is a bona fide restaurant or bona fide food service establishment that qualifies for the exceptions or exemptions.

__ Yes __ No X Not Applicable

By: F. Charles Brooks
F. Charles Brooks - Macon-Bibb County Engineer

Date: 3-21-2023

It is respectfully requested that forms be returned no later than Friday of each week for use by the County Commissioner's Office

CONSUMPTION ON PREMISES

(Bar – Resturant)

BEER, WINE & LIQUOR

Or

BEER & WINE

300' from nearest PL to property line of Alcohol Treatment Center or MHA project.

Apt 77

#401 Cherry Street

3,700' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Emery Hwy.

4,800' — MHA housing unit property line

Davis Homes

OK!

Paul J. Homowski
March 21, 2023



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
121385	395706	Print Legal Ad-IPL01138450 - IPL0113845		\$45.00	1	30 L

Attention: Apt 77

Apt 77 MCMJ LLC
401 CHERRY ST STE 101
STE 101
MACON, GA 31201

NOTICE

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR BEER, WINE, LIQUOR On Premises

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the 23rd day of March, 2023 the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as **Apt 77** dba MCMJ LLC 401 Cherry St. Ste 101 Macon, GA 31201. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below."

This 16th day of March, 2023. Jarius Jones, Applicant
IPL0113845
Mar 16, 23 2023

To Whom It May Concern:

This is to certify the legal advertisement in the above stated case was published in The Telegraph legal section on:

2 insertion(s) published on:

03/16/23, 03/23/23

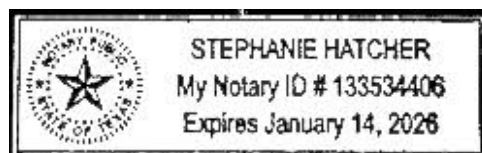
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 22nd day of March in the year of 2023

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!



MACON-BIBB COUNTY
Planning & Zoning

Macon-Bibb Planning & Zoning Commission
Terminal Station | 200 Cherry Street, Suite 301
Macon, Georgia 31201 | MBPZ.org

Zoning Compliance

PERMIT NO: ZC-2023-1048	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 05/03/2023
ISSUED TO NAME:	Jarius Jones	
	MCMJ LLC DBA APT. 77 Lounge	
PROPERTY OWNER'S NAME:	MACON-BIBB CO URBAN DEV AUTH	
PROPOSED USE:	New Business Application bar/lounge with live entertainment	
ADDRESS OF PROPOSED USE:	401 CHERRY ST ste 101	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	R073-0280	ZONING DISTRICT: CBD-1

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, for a bar/lounge with live entertainment and alcohol consumed on premises. Live entertainment is approved only for Thursday, Friday, and Saturday nights, ending at 11:00 PM. No exterior modifications or signage authorized by this permit. No outside storage or sales authorized. All live entertainment must comply with Sections 1.02[70] and Section 1.02[1.1 through 1.7] as well as Macon-Bibb County Code of Ordinance Article II enforceable by Code Enforcement. This location was approved by the Macon-Bibb Planning and Zoning Commission for live entertainment at the 12/12/2022 hearing- see CU 2022-943. Subject to filing a copy of the Macon-Bibb County Alcoholic Beverage License with MBPZ. Subject to all other applicable local, state, and federal regulations. Please review the NOTICE below.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY 05/03/2024

APPROVED BY: John Langstaff

NOTICE

This permit or certificate of appropriateness necessary to allow construction or other work on land or a structure shall be displayed at the site of and during such construction or work. Where a use requires a business license, this zoning permit must be displayed on the premises together with the business license. This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, the Macon-Bibb County Engineering Department, the Macon-Bibb County Fire Department, the Macon-Bibb County Traffic Engineering Department, the Macon Water Authority, the Office of Building and Fire Safety, and any other governmental agency whose regulations may be applicable. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb County Planning and Zoning Commission. Permits are specific to the property for which the permit is issued as well as the person to whom it is issued. Other than permits for single family homes or duplexes, any change in the person engaging in the use allowed by such permit shall require that the new person engaging in such use file a change of ownership form with the Commission, provided that change of ownership forms shall not be required for variances or certificates of appropriateness. The new holder of any permit shall be subject to all conditions attached to the original permit.

STATE OF GEORGIA
Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed
Secretary of State
Filing Date: 03/03/2023 12:56:31

BUSINESS INFORMATION

BUSINESS NAME : MCMJ LLC
CONTROL NUMBER : 11058240
BUSINESS TYPE : Domestic Limited Liability Company
ANNUAL REGISTRATION PERIOD : 2023, 2024, 2025

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 4088 Watson Blvd, SUITE 400, Warner Robins, GA, 31093, USA
REGISTERED AGENT NAME : Jones, Jarius
REGISTERED OFFICE ADDRESS : 4088 Watson Blvd Ste 400, Warner Robins, GA, 31093, USA
REGISTERED OFFICE COUNTY : Houston

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 4088 Watson Blvd, SUITE 400, Warner Robins, GA, 31093, USA
REGISTERED AGENT NAME : Jones, Jarius
REGISTERED OFFICE ADDRESS : 4088 Watson Blvd Ste 400, Warner Robins, GA, 31093, USA
REGISTERED OFFICE COUNTY : Houston

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Jarius Jones
AUTHORIZER TITLE : Organizer

Ownership Disclosure Form

A separate copy of this form must be completed for each individual who has a disclosable interest in the business.

Business:

Trade Name: Apt 77 Name of Corporation: MCMJ LLC

If publicly traded, Stock Symbol and Name of one Listing Exchange: N/A

Individual:

Name and Title: Jaeius Jones, Owner Telephone Number: 478 225-8105

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

☐ Sole Proprietorship

☐ General Partnership

○ General Partner holding ___% of all outstanding general partnership interests.

☐ Limited Partnership (LP)

○ General Partner holding ___% of all outstanding general partnership interests.

○ Limited Partner holding ___% of all outstanding general partnership interests.

☐ Limited Liability Partnership (LLP)

○ General Partner holding ___% of all outstanding general partnership interests.

☐ Limited Liability Limited Partnership (LLLLP)

○ General Partner holding ___% of all outstanding general partnership interests.

○ Limited Partner holding ___% of all outstanding general partnership interests.

☒ Limited Liability Company (LLC)

○ Managing Member, Total number of Managing Members: 1

○ Member holdings 100% of all outstanding membership interests

☐ Privately Held Corp./Company

○ Corporate Officer: Yes ___ No ___

○ Shareholder holding ___% of all outstanding ownership interests.

☐ Publicly Traded Company

○ Corporate Officer: Yes ___ No ___

☐ Other

○ Other person exercising operational authority over the entity: _____

Introductory Text

All current Alcohol Handler Licenses expire December 31st.

There is no grace period.

Alcohol License Handler Renewal applications must be submitted annually on or before November 15th to receive your license by the January 1st. Renewal applications will be accepted until 12/31. After this date a new Alcohol Handler License Application will have to be submitted.

Alcohol License Process:

The following is required to renew your insert handler:

- A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.
- Current Color (passport size) photographs of applicant.
- Payment of the \$25 fee for application or renewal of the Alcohol Handler license.

Accepted Methods of Payment: **Credit** and **Debit**.

Applicant Information

Information about your application:

Are you submitting an Initial Application or a Renewal for an existing license?

Application Type : Initial Application

Demographic Information:

First Name : JARIUS

Last Name : JONES

Home Address : 168 ABERCORN ST

City : WARNER ROBINS

State : GA

Zip : 31088

Home Phone # : [REDACTED]

Email : APT77MACON@GMAIL.COM

Date of Birth : [REDACTED]

Social Security # : [REDACTED]

Mailing Address : 168 ABERCORN ST

City : WARNER ROBINS

State : GA

Zip : 31088

U.S. Citizenship

Are you a United States citizen?

UScitizen : Yes

Upload a copy of the Secure and Verifiable document here.

SecureAndVerifiableUpload:

123_1.jpeg

IMG_5850.jpeg

Upload a copy of the S.A.V.E. Affidavit here.

saveAffidavit:

S.A.V.E Affidavit Apt 77.pdf

Required Attachments

 This application requires you to fill out the Alcohol Handler Supplemental Packet and also submit two current color passport size photographs of the applicant.

The Alcohol Handler Supplemental Packet can be found [here](#).

Upload certificate showing completion of an alcohol handler's training course, approved by Macon-Bibb County, within the last three years. A separate fee may apply. See below for a list of approved courses.

supplementPacket:

macon-bibb-alcohol-handler-s-permit-8.pdf

 Please Note: The passport photos uploaded must be in color.

Upload a current color passport size photo of applicant here.

photoUpload:

IMG_5847.jpeg

Certification and Attestation

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

By checking this box and entering your name below, you are agreeing to the terms and conditions and consenting to the use of your electronic signature in lieu of an original signature on paper. : ☒

As a part of this application, please read the relevant code sections and requirements that are listed [here](#). Please note accessing the code here will save the information you entered and redirect you to the beginning of the application. Simply, move through the application to digitally sign and date.

By checking this box I am affirming that I have read the relevant code sections and am familiar with the requirements of licensure. : ☒

Digital Signature

Enter Name Here : JARIUS JONES

Date

Enter Today's Date : 08/07/2023



Cheers Entertainment Services Bar Training
CERTIFICATE OF COMPLETION

Awarded To

JARIUS JONES

Course Completion

RENEW MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2023-06-29

Serial No.

cert_s07pnm4y





Jarius Jones



AH001049

ALCOHOL HANDLER

EXP: 12/31/2023

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as "Lease") is made and entered into this 5th day of March 2023, by and between **401 Cherry Street, LLC**, whose address is 401 Cherry St, Suite 600, Macon, GA 31201 hereinafter referred to as "Lessor"), and **MCMJ, LLC dba Apt 77** whose address is 168 Abercorn Street, Warner Robins, GA 31088 (hereinafter referred to as "Lessee").

1. **DEMISED PREMISES:** In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Lessee to be observed and performed, Lessor demises and leases to Lessee, and Lessee rents from Lessor, those certain premises now erected at 401 Cherry Street, , Macon, GA 31201, (hereinafter referred to as the "Property" in **Bibb County, Georgia**, which premises consist of a total gross leasable area of approximately one thousand seven hundred (1700) square feet (hereinafter referred to as "Demised Premises" and the building in which the Demised Premises is located is hereinafter referred to as the "Building"). The Demised Premises and the configuration thereof are shown as **Suite 101** on the floor plan attached hereto as **Exhibit "A-1"**. The foregoing square footage shall be used for purposes of determining Lessee's proportionate share of certain charges but is not warranted or represented to be the actual square footage of the Demised Premises. Lessor may increase, reduce or change the number, dimensions, or location of the walks, buildings and parking areas in any manner whatsoever as Lessor shall deem proper, and Lessor reserves the right to make alterations or additions to, or build additional stories on the building in which the Demised Premises are contained and to add buildings adjoining the same or elsewhere in the Building or add to or subtract land from the Building. Lessor also reserves the right to enter into or declare new easements or restrictions affecting the Building and to amend or modify the terms of any easements or restrictions affecting the Building, including reciprocal easement agreements relating to parking, ingress and egress and utilities, and this Lease shall be and is subordinate to any such new or amended easements or restrictions. Lessee shall provide plans for any Lessee improvements to the Demised Premises to Lessor prior to initiating such improvements. Lessor reserves the right to approve or disapprove any such improvements. In the event Lessor's approval or disapproval is not provided within sixty (60) days such approval shall be deemed given by Lessor. Lessor's approval shall not be construed as a warranty or indemnity as to the suitability or safety of such Lessee Improvements.

2. **LENGTH OF TERM:** The term of this Lease shall commence as of the date hereof and, unless sooner terminated or extended as hereinafter provided, shall terminate on the Third (3rd) anniversary of the last day of the month following the Rental Commencement Date as hereinafter defined.

3. **RENTAL COMMENCEMENT DATE:** The term "Rental Commencement Date" shall mean the earlier to occur of: (a) the date sixty (60) days after the date Lessor shall notify Lessee that the Demised Premises have been completed in substantial accordance with the terms hereof and have been tendered to Lessee to allow Lessee to begin its own finish work or to take occupancy (the "Demised Premises Ready Notification Date"), or (b) the date on which the Lessee shall open the Demised Premises for business. By opening for business, Lessee shall be deemed to have accepted the Demised Premises, to have acknowledged that the same are in the condition called for hereunder and to have agreed that as of that time all of the obligations of Lessor imposed under the Lease have been fully performed.

~~4. **FINANCING:** In the event the Demised Premises has not yet been constructed, Lessor shall not be obligated to proceed with the construction of the Demised Premises unless and until financing acceptable to Lessor is obtained. Should such financing not be obtainable within twelve (12) months after the date hereof, Lessor may so notify Lessee in writing, and pay to Lessee the sum of \$100.00 as consideration for terminating this Lease and this Lease shall thereupon cease and terminate and each of the parties hereto shall be released and discharged from any and all liability and responsibility hereunder.~~

5. **MINIMUM RENT:** From and after the Rental Commencement Date, Lessee agrees to pay to Lessor at the address stated hereinabove, or at such other place designated by Lessor in writing, without any prior demand therefore and without any deduction or set-off whatsoever, and as fixed minimum rent:

- Year 1: \$2,975.00 per month (\$21.00 per square foot) Full Service to include electric and water utilities
- Year 2: \$3,116.67 per month (\$22.00 per square foot) Full Service to include electric and water utilities
- Year 3: \$3,258.33 per month (\$23.00 per square foot) Full Service to include electric and water utilities

6. **LEASE YEAR:** The phrase "lease year" shall mean twelve (12) calendar months commencing with the first day of the month following the Rental Commencement Date and the succeeding anniversaries thereof, or at Lessor's election, any other fiscal or twelve (12) month period selected by Lessor. Each lease year shall be considered as an independent accounting period for the purpose of computing the amount of percentage rent, if any. The amount of gross sales of any lease year shall not be carried over into any other period. Partial years shall be dealt with on a pro-rata basis."

~~7. **PERCENTAGE RENT:**
(a) In addition to the minimum rent and all other sums specified herein, and as part of the total rent to be paid, Lessee shall pay to Lessor as percentage rent for such lease year, as defined above, or fractional period thereof, a sum equal to the amount, if any, by which _____ percent (____%) of the gross sales, as hereinafter defined, exceeds the annual fixed minimum rent to be paid in respect of each lease year or fractional period thereof, whichever shall apply.~~

~~(b) Percentage rent shall be determined and paid within fifteen (15) days after the last day of each lease year during the term of the lease (or fractional period prior to the commencement of the first lease year or subsequent to the end of the last lease year) with respect to gross sales during the period.~~

~~(c) Failure of Lessor to collect percentage rent or additional rent in any one period shall not constitute a waiver of Lessor's rights to collect said rent in the future nor shall it constitute an estoppel or release as to the payment of rent for the period in which collection was not made.~~

8. **DEFINITION OF "GROSS SALES":** The phrase, "Gross Sales", shall mean the dollar aggregate of:
(a) the sales price of all goods, wares and merchandise sold and the charges for all services performed by Lessee or otherwise, from all business conducted on, in, at, or from the Demised Premises, whether made for cash, by check, on credit, or otherwise, without reserve or deduction, for inability or failure to collect for the same; and

(b) all monies or other things of value received by Lessee from its operations which are neither included in nor excluded from Gross Sales by the other provisions of this definition. Gross Sales shall not include:

(i) cash or credit refunds made upon transactions included within Gross Sales not exceeding the selling price of merchandise returned by the purchaser and accepted by Lessee; or

(ii) the amount of any city, county, state or federal sales, luxury or excise tax on such sales which is both added to the selling price or absorbed therein and also paid to the taxing authority by Lessee; provided, however, that no franchise or capital stock tax and no income or similar tax based upon income, profits or Gross Sales, as such, shall be deducted from Gross Sales in any event whatsoever.

Each charge or sale upon installment or credit shall be treated as a sale for the full price in the year during which such charges or sale shall be made, irrespective of the time when Lessee shall receive payment therefor.

9. **ADDITIONAL RENT:** In addition to the foregoing minimum and percentage rent, all other payments to be made by Lessee to Lessor shall be deemed to be and shall become additional rent hereunder whether or not the same be designated as such; and shall be due and payable on demand or together with the next succeeding installment of rent, whichever shall first occur, together with interest thereon, and Lessor shall have the same remedies for failure to pay the same as for a non-payment of rent. Such charges shall be treated as rent for the purpose of enforcing Lessor's remedies pursuant to the Lease, but not for the purpose of computing rent taxes or invoking rent controls.

11. **UTILITY CHARGES:** Lessor shall not be liable in the event of any interruption in the supply of any utilities. Lessee agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by Lessee shall require additional utility facilities, the same shall be installed at Lessee's expense in accordance with plans and specifications to be approved in writing by Lessor, including without limitations, any fees charged by any local authorities or utilities for the purpose of connecting into and/or using such utility service. Lessee shall be solely responsible for and shall promptly pay all charges for use or consumption for gas and for garbage collection. Lessee shall separately meter the Demised Premises for any gas utility service. In the event the Demised Premises are not separately metered, and Lessor furnishes a utility service. Lessor shall have the right to make a fair allocation of the cost of providing such services among Lessees in the Building and Lessor's allocation shall be binding and conclusive absent gross and manifest error. In the event that Lessee requires a special service or services or makes excessive or greater than proportional use of any normally available service or services (excessive being defined by Lessor in its discretion), Lessor shall have the right to require Lessee to have direct contracts with such service provider. Lessor shall furnish the following services without charge: (i) electrical power through Georgia Power Company, and (ii) water service through Macon Water Authority. Lessee shall be responsible for the following services: (i) natural gas and shall have a separate meter in Lessee's name, and (ii) trash removal service.

13. **LESSEE'S RECORDS:** Lessee shall prepare and keep, for a period of not less than two (2) years following the end of each lease year, adequate books and records including but not limited to inventories, purchases, and receipts of merchandise, and all sales and other transactions by Lessee.

14. **LESSEE'S REPORTS:** Lessee shall submit to Lessor on or before the thirtieth (30th) day following the end of each year, a written statement signed by Lessee and certified by it to be true and correct, showing the amount of gross sales during the preceding lease year. The statements referred to herein shall be in such form and style and contain such details and breakdowns as Lessor may reasonably determine. The submission of a false or materially inaccurate statement shall constitute a default hereunder.

At the request of Lessor, Lessee shall, not later than ninety (90) days following the close of each fiscal year of Lessee during the Lease Term, furnish to Lessor a balance sheet of Lessee as of the end of such fiscal year and a statement of income and expense for the fiscal year then ended, a copy of Lessee's most recent tax return filed with the IRS and/or such other financial statements reasonably requested by Lessor, together with a certification from Lessee that said financial statements have been prepared in conformity with reasonably accepted accounting principles and fairly present the financial condition of Lessee as of and for the periods covered and that said tax return is a true and accurate copy of that filed with the IRS. Lessor agrees to keep such financial statements and tax returns confidential, except that Lessor shall be entitled to provide such financial statements and tax returns to its lenders, prospective purchasers, accountants, attorneys, or any other party with a reasonable need to obtain such information.

15. **AUDIT:** Lessor shall have the right to cause, upon five (5) days' notice to Lessee, a complete audit to be made of Lessee's business records and Lessee shall make all such records available for said examination at the Demised Premises. If the results of such audit shall show that Lessee's statement of Gross Sales for any period has been understated by three percent (3%) or more, Lessee shall pay Lessor the cost of such audit in addition to any deficiency payment required together with interest at the rate of fifteen percent (15%) per annum. A report of the findings of Lessor's accountants shall be binding and conclusive upon Lessor and Lessee. The furnishing by Lessee of any statement which understates the actual Gross Sales by more than five percent (5%) shall constitute a breach of this Lease.

16. **PLACE OF PAYMENTS:** All payments required to be paid and all reports required to be rendered by Lessee to Lessor shall be delivered to the office of Lessor, or at such other place as Lessor shall designate to Lessee as above mentioned without any prior demand for the same.

17. **INTEREST ON PAST DUE RENT:** As additional rent hereunder, Lessee agrees to pay to Lessor interest on each installment of minimum rent not paid Lessor when due. Each such payment of additional rent shall be due on the first day of each month, shall be calculated at the highest permissible rate of interest which may be charged under the laws of the state in which the Demised Premises are located [or if no maximum permissible rate is established by law, then at the rate of eighteen percent (18%) per annum] and shall be computed for the period commencing on the date on which such payment became due and ending on the date on which such payment was actually made. The election by Lessor to collect interest on any past due payments of minimum rent shall not constitute a waiver of Lessor's right to declare default for non-payment of rent hereunder. Failure of Lessee to make payments of additional rent when required by this Paragraph 17 shall constitute additional event of default hereunder.

18. **DELINQUENT PAYMENT CHARGE:** In addition to the interest payable by Lessee on past due rent, Lessee shall pay to Lessor: (a) a late charge in an amount equal to five percent (5%) of each rent or other payment due hereunder which is not paid within five (5) days of the due date thereof, in order to partially compensate Lessor for its administrative and other expenses incurred as a result of such delinquent payment; and (b) a return check charge in the amount of thirty-five and no/100 Dollars

(\$35.00) for each returned check issued by Lessee to Lessor. The provision for such late charges shall be in addition to all Lessor's right and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Lessor's remedies in any manner. Upon the occurrence of an uncured monetary default, default interest shall automatically begin to accrue in an amount of eighteen percent (18%) (per annum) of any installment of fixed minimum rent, percentage rent, Additional Rent (including Lessee's share of taxes, insurance and operating expenses) or other charge due under this Lease (except unpaid prior interest amounts due so that there will be no compounding of interest) or the maximum allowed by law, whichever is less.

19. **SECURITY DEPOSIT:**

(a) Lessee has deposited with Lessor the sum of **three thousand two hundred fifty-eight dollars and thirty-three cents (\$3,258.33)**, receipt of which is hereby acknowledged. Said deposit shall be held by Lessor without liability for interest as security for the faithful performance by Lessee of all the terms of this Lease by said Lessee to be observed and performed. The security deposit shall not be mortgaged, assigned, transferred or encumbered by Lessee without the written consent of Lessor and any such act on the part of Lessee shall be without force and effect and shall not be binding upon Lessor. However, Lessor shall, as Lessor in its sole discretion deems necessary, have the right to utilize the security deposit, or a portion thereof, to clean up any trash, debris or other matter which Lessor, in its sole discretion, determines detracts from the aesthetic appeal of the Demised Premises or is otherwise unsightly, and also to effect any repairs to the Demised Premises made necessary by Lessee or its agent, representatives, invitees, visitors, guests or assigns.

(b) If any of the rents herein reserved or any other sum payable by Lessee to Lessor shall be overdue and unpaid or should Lessor make payments on behalf of the Lessee, or Lessee shall fail to perform any of the terms of this Lease, Lessor may, at its option and without prejudice to any other remedy which Lessor may have an account thereof, appropriate and apply said entire deposit or so much thereof as may be necessary to compensate Lessor toward the payment of the rent or additional rent or loss or damage sustained by Lessor due to such breach on the part of Lessee; and Lessee shall forthwith upon demand restore said security deposit to the original sum deposited. Should Lessee comply with all of said terms and promptly pay all of the rent or additional rent as they fall due and all other sums payable by Lessee to Lessor, said security deposit shall be returned in full to Lessee at the end of the term.

(c) In the event of bankruptcy or other creditor-debtor proceedings against Lessee, all securities shall be deemed to be applied first to the payment of rent and other charges due Lessor for all periods prior to the filing of such proceedings.

20. **TRANSFER OF DEPOSIT:** Lessor may deposit (by way of credit on a closing statement or otherwise) the funds deposited hereunder by Lessee to the purchaser of Lessor's interest in the Demised Premises in the event that such interest be sold and thereupon Lessor shall be discharged from any further liability with respect to such deposit, and this provision shall also apply to any subsequent transferee.

21. **LESSOR'S OBLIGATION:** Any work in addition to any of the items specifically enumerated in attached Exhibit "B" shall be performed by Lessee at its own cost and expense. Any equipment or work other than those items specifically enumerated in said Exhibit "B" which Lessor installs or constructs in the Demised Premises on Lessee's behalf shall be paid for by Lessee within fifteen (15) days after receipt of a bill from Lessor therefor.

22. **USE OF PREMISES:** Lessee shall use the Demised Premises only for the purpose of conducting the business of **an upscale lounge (will not be a "club") serving alcoholic beverages and hors d'oeuvres** and for no other purpose. Lessee shall not use or permit or suffer the use of the Demised Premises for any other business or purpose. The parties acknowledge and agree that this use clause is a central point in the bargain of the parties and that the parties agree that actual and substantial detriment will result to both the Lessor and other merchants in the event a deviation in use or a cessation of use should occur. Lessee acknowledges and agrees that Lessor has given Lessee no exclusive right to sell or market the foregoing in the Building.

Lessee shall operate its business in the Demised Premises under the name "**Apt 77**" and shall not change its trade name without the prior written consent of Lessor.

Lessee shall not do or permit anything to be done in or about the Demised Premises that will obstruct or interfere with the rights of other Lessees or occupants of the building or Building or injure or annoy them. Lessee shall not use or allow the Demised Premises to be used for any improper, immoral, unlawful, objectionable, or offensive purpose. Lessee shall not cause or permit any nuisance in, on, or about the Demised Premises. Lessee shall not use or permit the Demised Premises, or any portion thereof, to be used as living quarters, sleeping quarters, or lodging. Lessee shall comply with all traffic control, directional control and parking requirements imposed by Lessor.

23. **OPERATION OF BUSINESS:**

(a) Lessee shall operate its business in all of the Demised Premises during the entire term of this Lease with due diligence and efficiency so as to produce all of the Gross Sales which may be produced by such manner of operation. Lessee shall keep its business in the Demised Premises open **for at least 35 hours per week, Monday through Sunday**. Lessee's failure to operate its business as provided above shall constitute a default hereunder and the notice and cure rights specified in Section 38 below shall not apply to any such default. In addition, Lessee shall keep its storefront sign illuminated from dusk until dawn.

(b) Lessee shall conduct business on the Demised Premises during the entire lease term with diligence and efficiency.

(c) Lessee shall keep in stock on the Demised Premises a full and ample line of merchandise and/or supplies for the purpose of operating its business and shall maintain an adequate sales force and/or staff.

24. **LAWS, WASTE OR NUISANCE:** Lessee shall, at its own cost and expense:

(a) comply with all federal, state, local and any other governmental laws, ordinances, orders and regulations affecting the Demised Premises now in force or which hereafter may be in force, including specifically the Americans with Disabilities Act and any other similar laws as such act or similar law(s) applies to the interior of the Demised Premises;

(b) comply with and execute all rules, requirements and regulations of the Board of Fire Underwriters, Lessor's insurance companies and other organizations establishing insurance rates;

(c) not suffer, permit or commit any waste or nuisance;

(d) not conduct any auction, distress, fire, liquidation, moving, retirement, bankruptcy, going out-of-business or similar sale (and notice and cure rights shall not apply to a breach of this provision); and

(e) not use the Demised Premises to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process toxic or hazardous wastes and materials, as defined by applicable State and Federal laws and regulations, and shall indemnify Lessor against any and all liabilities, claims, costs and expenses, including attorney's fees, arising out of Lessee's breach of this provision.

25. ASSIGNMENT AND SUBLETTING: Lessee shall not assign, mortgage or encumber this Lease, in whole or in part, or sublet all or any part of the Demised Premises without prior written consent of the Lessor. Lessee acknowledges that Lessor's consent to any assignment or sublease, if given, will be conditioned upon payment of an assignment fee to Lessor of \$1,500.00 and payment of all legal costs incurred by Lessor in connection with such assignment or subletting. Notwithstanding any assignment or sublease, Lessee shall remain fully liable and shall not be released from performing any of the terms of this Lease. In the event Lessee is a corporation, limited liability company or partnership, transfer of any portion of the stock thereof, or in the case of a limited liability company, any membership or economic interest thereof or in the case of a partnership, any interest in the partnership shall be deemed an assignment. Lessee agrees that it shall not, without the prior written consent of Lessor, enter into or consummate any sale of all or a substantial portion of the assets required to run the business in the Demised Premises. Any such sale, without the prior written consent of Lessor, shall be null and void and of no force or effect and Lessee hereby relinquishes any right to conduct such a transaction.

26. INSTALLATION OF SIGNS, AWNINGS, CANOPIES, FIXTURES, AND ALTERATIONS BY LESSEE: All fixtures installed by Lessee shall be new or completely reconditioned. Lessee shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any trade fixture, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades or awnings or make any changes to the store front without first obtaining Lessor's written approval and consent. Lessee shall install any and all approved exterior signs, including any over canopy signs and/or pylon signs, within the first thirty (30) days of occupancy of the Demised Premises by Lessee. Lessee shall maintain any sign or other installation as may be approved, in good condition and repair, at Lessee's sole cost and expense. Lessee shall indemnify and hold Lessor harmless from and against any damage to the building caused by Lessee's sign or the installation or maintenance thereof. Lessee agrees to conform with Lessor's sign criteria for the Building as specified on Exhibit "D" attached hereto and made a part hereof. Lessor shall have the right to alter, modify or amend its sign criteria at any time, and, no more often than once every five (5) years, to require Lessee, at Lessee's expense, to bring his sign(s) into conformance with the altered, modified or amended sign criteria.

27. REPAIRS BY LESSOR: Except as provided in this Lease, with respect to condemnation and damage caused by casualty, within a reasonable period after receipt of written notice from Lessee of the need therefor, Lessor shall make necessary structural repairs to the exterior walls (excluding the exterior of and the frames surrounding all windows, doors, plate glass, store fronts and signs) of the Demised Premises; necessary repairs to the roof, foundations and load bearing walls of the Demised Premises; necessary repairs to plumbing, pipes, and conduits located outside the Demised Premises or in the common areas; and necessary repairs to sidewalks, parking areas and curbs. Lessor shall not be required to make any repairs where such repairs are made necessary by any act or omission or negligence of Lessee, any sub-Lessee or concessionaire of Lessee, or their respective employees, agents, invitees, licensees, visitors or contractors.

28. REPAIRS AND MAINTENANCE BY LESSEE:

(a) Lessee covenants and agrees to keep and maintain in good order, condition and repair throughout the term of the Lease, the Demised Premises and every part thereof, including, without limitation: fixtures and equipment therein; the exterior and interior portions of all doors, windows and glass; plumbing and sewage facilities within the Demised Premises, including free flow of sewer lines therein; fixtures, lighting and light bulbs, heating, air conditioning (including exterior mechanical equipment and electrical equipment); and interior walls (including the painting thereof), floors (including the normal upkeep and replacement of the floor surfacings or coverings), ceilings, and all compliance with applicable building codes relative to fire extinguishers. Any and all such repairs, alterations, replacements and modifications shall be at Lessee's sole expense and shall be made using materials and labor of kind and quality equal to the original work. Lessee agrees to keep in force a standard maintenance agreement on all heating and air conditioning equipment and provide a copy of said maintenance agreement to the Lessor, which agreement shall require a semi-annual inspection of such equipment. Lessee agrees to be responsible for providing, with the exception of termite control, all insect control (especially fire ant control) and all rodent and pest control.

(b) In the event of any of the following:

(i) if Lessee does not properly comply with all of the terms, conditions and requirements of Paragraph 28(a) above to the reasonable satisfaction of Lessor, or
 (ii) if Lessor, in the exercise of its sole discretion, determines that emergency repairs are necessary, or
 (iii) if repairs or replacements to the Building or to the Demised Premises are made necessary by any act or omission or negligence of Lessee, its agents, employees, sub-Lessees, assignees, concessionaires, contractors, invitees, licensees or visitors;

then, in any of such events, Lessor may make such repairs without liability to Lessee for any loss or damage that may accrue to Lessee's merchandise, fixtures, or other property or to Lessee's business by reason thereof, and Lessee shall pay to Lessor upon demand, as additional rent, the reasonable cost of such repairs plus interest in the amount of fifteen percent (15%) from the date such cost is incurred by Lessor until repaid by Lessee.

(c) Before undertaking any alterations, additions, improvements or construction, Lessee shall obtain at its expense a public liability insurance policy (in addition to all other insurance required to be carried by Lessee hereunder) insuring Lessee and Lessor (and shall furnish a copy to Lessor) against any liability which may arise on account of such proposed alterations, additions, improvements or construction on an occurrence basis with the minimum limits set forth in Paragraph 32.

(d) Lessee shall be responsible for taking appropriate and timely measures to prevent the growth of mold and mildew within the Demised Premises, including but not limited to (1) preventing moisture accumulation in the Demised Premises by Lessee's personal equipment, including on windows, walls and other surfaces; (2) promptly reporting any malfunction of the heating

or air conditioning system in the Demised Premises; (3) Lessee will not obstruct the heating and air conditioning system from performing as designed; (4) promptly reporting any water intrusion or accumulation or other moisture accumulation in or about the Demised Premises; and (5) promptly reporting any visible mold in the Demised Premises. Except for matters arising from the negligence or willful acts of Lessor, and its employees, agents, contractor, invitees or licensees, Lessee shall indemnify Lessor and hold Lessor harmless from and against any and all losses, liabilities, including strict liability, obligations, damages, injuries, costs, expenses, including reasonable attorneys' fees, costs of settlement or judgments and claims of any kind whatsoever paid, incurred or suffered by, or asserted against Lessor by any person, entity, or governmental agency for, with respect to, or as a direct or indirect result of the presence of mold or mildew in the Demised Premises or any adjacent portions of the Building as a result of the acts or omissions of Lessee.

29. **MECHANIC'S LIENS:** Lessee shall not allow any party to perform any work or supply any materials to the Demised Premises, at the instance of Lessee, without first delivering to Lessor lien waivers, in form satisfactory to Lessor, from all such parties. Lessee is not Lessor's agent and any work for the improvement or alteration of the Demised Premises which is contracted for by Lessee is in Lessee's personal capacity and not as an agent or representative of Lessor, notwithstanding that Lessor may reimburse Lessee for all or a portion of a cost of such work, it being understood that any such payment is a rental inducement. Should any mechanics or other liens be filed against the Demised Premises or any part thereof for any reason whatsoever by reason of Lessee's acts or omissions or because of a claim against Lessee, Lessee shall cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by Lessor. Lessee shall be responsible for complying with any and all contractor notice requirements imposed by the laws of the state in which the Property is located.

30. **LICENSE TO COMMON AREAS:** In order to establish that the Building, or any portion thereof, is and will continue to remain private property, Lessor shall have the unrestricted right, in Lessor's sole discretion, with respect to the entire Building, and/or any portion thereof owned or controlled by Lessor, to close the same to the general public for one (1) day in each calendar year, and in connection therewith, to seal off all entrances to the Building, or any portion thereof. All common areas and facilities which Lessee may be permitted to use and occupy are to be used and occupied under revocable license, and if any such license be revoked or if the amount of such areas be changed or diminished, Lessor shall not be subject to any liability nor shall Lessee be entitled to any compensation or diminution or abatement of rent nor shall revocation or diminution of such areas be deemed constructive or actual eviction.

31. **INDEMNITY:**

(a) Lessee shall indemnify and hold Lessor harmless from and against any and all claims arising out of (A) Lessee's use of the Demised Premises or any other part thereof, (B) any activity, work, or other thing done, permitted or suffered by Lessee in or about the Demised Premises or the Building, or any part thereof, (C) any breach or default by Lessee in the performance of any of its obligations under this Lease, (D) any act or negligence of Lessee, or any officer, agent, employee, contractor, servant, invitee or guest of Lessee, or (F) any judgments and penalties arising from Lessee alterations or improvements to the Demised Premises; and in each case from and against any and all damages, losses, liabilities, lawsuits, costs and expenses (including attorneys' fees at all tribunal levels) arising in connection with any such claim or claims as described in (A) through (F) above, or any action brought thereon. If such action be brought against Lessor, Lessee upon notice from Lessor shall defend the same through counsel selected by Lessee's insurer or other counsel, in each case acceptable to Lessor. Lessee assumes all risk of damage or loss to its property or injury or death to persons in, on or about the Demised Premises, from all causes except those for which the law imposes liability on Lessor regardless of any attempted waiver thereof, and Lessee hereby waives such claims in respect thereof against Lessor. The provisions of this paragraph shall survive the termination of this Lease.

(b) Lessee shall store its property in and shall occupy the Demised Premises and all other portions of the Building at its own risk and shall release Lessor, to the full extent permitted by Law, from all claims of every kind resulting from loss of life, personal and bodily injury or property damage;

(c) Lessor shall not be responsible or liable at any time for any loss or damage to Lessee's merchandise, equipment, fixtures or other personal property of Lessee or to Lessee's business;

(d) Lessor shall not be responsible or liable to Lessee or to those claiming by, through, or under Lessee for any loss or damage to either the person or property of Lessee that may be occasioned by or through the acts or omissions of person(s) occupying adjacent, connecting or adjoining premises;

(e) Lessor shall not be responsible or liable for any defect, latent or otherwise, in any building in the Building or any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall it be responsible or liable for any injury, loss or damage to any person or to any property of Lessee, or other person, caused by or resulting from bursting, breakage or by or from the leakage of steam, snow or ice, or the running, backing up, seepage, or overflow of water or sewage, in any part of said Demised Premises or for any injury or damage caused by or resulting from acts of God or the elements or for any injury or damage caused by or resulting from any defect or negligence in the occupancy, construction, operation or use of the Building, including but not limited to any building, machinery, apparatus or equipment resulting from the acts or negligence of any occupant of the Building. Lessor is not responsible in any event for consequential damages;

(f) Lessee shall give prompt notice to Lessor in the case of fire or accidents in the Demised Premises or in the building of which the Demised Premises are a part or of defects therein or in any fixtures or equipment;

(g) In case Lessor shall without fault on its part be made a party to any litigation commenced by or against Lessee, then Lessee shall protect and hold Lessor harmless and shall pay all Lessor's costs, expenses and reasonable attorneys' fees; and

(h) Lessee also shall pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by Lessor in enforcing the terms of this Lease.

32. **INSURANCE REQUIRED OF LESSEE:**

(a) Lessee shall obtain and maintain in full force during the term of the Lease the following insurance coverages with respect to the Demised Premises:

(i) Liability Insurance. Lessee agrees during the term hereof to carry public liability insurance covering the Demised Premises in an amount of \$2,000,000.00 for injury or death to any one person and \$2,000,000.00 for injury and/or death to any number of persons in any one accident and property damage insurance in an amount of \$2,000,000.00 or \$2,000,000.00

combined single limit coverage in companies satisfactory to Lessor in the joint name of Lessor and Lessee and to pay the premiums therefor. Lessee also shall keep in force as set forth herein, fire and extended coverage insurance for the full replacement value of Lessee's property, including, but not limited to Lessee's betterments and improvements, Lessee's inventory, trade fixtures, furnishings and other personal property whether or not removable by Lessee in an amount sufficient to cover the full replacement cost. In addition, Lessee shall keep in force workman's compensation or similar insurance to the extent required by law. Lessee shall deliver said policies or certificates thereof to Lessor within ten (10) days of the Rental Commencement Date. Should Lessee fail to obtain the insurance called for herein, or to pay the premiums thereof or to deliver said policies, certificates or duplicates thereof to Lessor, Lessor may, at its sole option, procure said insurance and pay the requisite premiums therefor, in which event, Lessee shall pay all sums so expended by Lessor, to Lessor, as additional rent along with the first installment of minimum rent due following invoice from Lessor. Each insurer under the policies required hereunder shall agree by endorsement on the policy issued by it or by independent instrument furnished to Lessor that it will give Lessor thirty (30) days prior notice before the policy or policies in question shall be altered or canceled. Lessee agrees to give Lessor and any Lender holding a security interest in the Building written notice of any default by Lessor hereunder and a reasonable period (but in no event less than thirty (30) days) in which to cure such default. Lessee agrees that no amendment or cancellation of this Lease shall be binding upon any such Lender without the written approval of such Lender. Lessee agrees that no such Lender shall be responsible for any liability of Lessor to Lessee for any actions arising or occurring prior to such Lender's acquisition of title to the Building.

(ii) Plate Glass. Lessee shall replace, at its sole cost and expense, any and all plate and other glass damaged or broken from any cause whatsoever in and about the Demised Premises. Lessee shall procure and maintain, at its own expense, insurance covering all plate and other glass in the Demised Premises for and in the name of Lessor. Lessee shall deliver certificates of such insurance to Lessor in accordance with Paragraph 32 (a.)(i.) hereof.

33. INSURANCE REQUIRED OF LESSOR: At all times during the term of the Lease, Lessor shall maintain in effect, with a responsible insurance company or companies, policies of insurance covering the building of which the Demised Premises constitute a part, providing protection to the extent of not less than eighty percent (80%) of the insurable value of said building against all casualties included under standard insurance industry practices within the classification "Fire and Extended Coverage, Vandalism and Malicious Mischief". Nothing in this Paragraph 33 shall prevent the taking out of policies of blanket insurance, which may cover real and/or personal property and improvements in addition to the buildings of which the Demised Premises constitute a part; provided, however, that in all other respects each such policy shall comply with this Paragraph 33.

34. WAIVER: Anything in this Lease to the contrary notwithstanding, Lessor releases, and waives unto Lessee (including all partners, members, managers, stockholders, officers, directors, employees, and agents thereof), its successors and assigns, and Lessee releases and waives unto Lessor (including all partners, members, managers, stockholders, officers, directors, employees and agents thereof), its successors and assigns, all rights to claim damages for any injury, loss, cost, or damage to persons, personal property or to the Demised Premises or any portion of the Building which is occasioned by fire, explosion, accident, occurrence or condition in, on or about the Demised Premises or any portion of the Building or any other casualty, as long as the amount of such injury, loss, cost or damage has been paid either to Lessor, Lessee, or any other person, firm, or corporation, under the terms of any fire, extended coverage, public liability or other policy of insurance, to the extent such releases or waivers are permitted under applicable law (or would have been paid had such insurance as required by this Lease been in place). All policies of insurance carried or maintained pursuant to this Lease shall contain or be endorsed to contain a provision whereby the insurer waives all rights of subrogation against either Lessee or Lessor, as the case may be, provided such a provision shall be obtainable. If insurance policies which such waiver of subrogation provision shall not be obtainable, then the provisions relating to waiver of subrogation as contained in this Section 34 shall have no effect during such time as insurance policies with a waiver of subrogation shall not be obtainable. If any provision relating to a waiver of subrogation as set forth in this Section 34 shall contravene any present or future law with respect to exculpatory agreements, the liability of the party affected shall be deemed not released but shall be secondary to the other's insurer.

35. INCREASE IN INSURANCE PREMIUMS: Lessee shall not stock, use or sell any article or do anything in or about the Demised Premises which may be prohibited by Lessor's insurance policies or any endorsements or forms attached thereto, or which will increase any insurance rates and premiums on the Demised Premises, the building of which they are a part and all other buildings in the Building. Lessee shall pay on demand any increase in premiums for Lessor's insurance that may be charged on such insurance carried by Lessor resulting from Lessee's use and occupancy of the Demised Premises or the Building whether or not Lessor has consented to the same. If due to the (a) occupancy, or (b) abandonment, or (c) Lessee's failure to occupy the Demised Premises as herein provided, any insurance shall be canceled by the insurance carrier or if the premiums for any such insurance shall be increased, then in any of such events, Lessee shall indemnify and hold Lessor harmless and shall pay on demand the increased amount of such insurance. Lessee also shall pay in any such events any increase premium on the rent insurance that may be carried by Lessor for its protection against loss through fire and casualty. If Lessee operates a bar or restaurant serving or selling alcoholic beverages, Lessor shall require Lessee to obtain "dram shop" or similar insurance, as required by Paragraph 64 below.

36. DESTRUCTION: If the Demised Premises shall be partially damaged by any casualty insurable under the Lessor's insurance policy, Lessor may, upon receipt of the insurance proceeds, repair the same and the minimum rent shall be abated proportionately as to that portion of the Demised Premises rendered untenable during the period of such damage, repair or restoration; provided however, that Lessor's obligations hereunder shall be limited to the proceeds actually received by Lessor under any insurance policy which have not been required to be applied towards the deduction of any indebtedness secured by a mortgage covering the Building or any portion thereof. If (a) the Demised Premises by reason of such occurrence is rendered wholly untenable, or (b) the Demised Premises should be damaged as a result of a risk which is not covered by Lessor's insurance, or (c) the Demised Premises should be damaged in whole or in part during the last three (3) years of the term or of any renewal term hereof, or (d) the building of which the Demised Premises are a part, whether the Demised Premises are damaged or not, or all of the buildings which then comprise the Building should be damaged to the extent of fifty percent (50%) or more of the then monetary value thereof, or (e) if any or all of the buildings or common areas of the Building are damaged, whether or not the Demised Premises are damaged, to such an extent that the Building cannot, in the sole judgment of Lessor, be operated as an integral unit, Lessor may either elect to repair the damage, whereupon the minimum rent shall be abated proportionately as to that portion of the Demised Premises rendered untenable during the period of such damage, repair or restoration or may cancel this Lease by notice of cancellation within one hundred eighty (180) days after such event and thereupon this Lease shall expire, and Lessee shall vacate and surrender the Demised Premises to Lessor. Lessee's liability for rent upon the termination of this Lease shall cease as of the day following the event or damage. In the event Lessor elects to repair the damage insurable under Lessor's policies, any abatement of rent shall end five (5) days after notice by Lessor to Lessee that the Demised Premises have been repaired. Nothing in this paragraph shall be construed to abate percentage rent, but the computation of such rent shall be based upon the revised minimum rent as the same may be abated. If the damage is caused by the negligence of Lessee or its employees, agents, invitees, or concessionaires, there shall be no abatement of rent. Unless this Lease is terminated by Lessor, Lessee shall repair and refixture the

interior of the Demised Premises in a manner and, to at least a condition, equal to that existing prior to its destruction or casualty and the proceeds of all insurance carried by Lessee on its property and improvements shall be held in trust by Lessee for the purpose of said repair and replacement. Lessee shall re-open the Demised Premises within thirty (30) days after notice that the Demised Premises are ready for re-occupancy.

Notwithstanding anything contained herein to the contrary, in the event that the Lessor determines that cost of repairing or rebuilding the Demised Premises shall exceed the amount of the insurance award with respect to such casualty, Lessor shall not be obligated to repair "Lessee's share" of such deficiency. Lessor shall, within sixty (60) days after the happening of the event causing such damage, notify Lessee of its election, if any, to require Lessee to pay "Lessee's share" of such deficiency, and Lessee shall, within thirty (30) days after such notice, elect either to terminate this Lease, or to execute a modification agreement increasing the minimum rent payable hereunder by an amount equal to "Lessee's share" of such deficiency divided by the number of years remaining in the Lease term. For the purposes of this paragraph, "Lessee's share" of such deficiency shall be that percentage of such deficiency which is determined by dividing the total cost of repairing and restoring all buildings in the Building damaged by such casualty into the cost of repairing and restoring the Demised Premises.

37. CONDEMNATION:

(a) Total. If the whole of the Demised Premises shall be acquired or taken by eminent domain for any public or quasi-public use or purpose, then this Lease and the term herein shall cease and terminate as of the date of title vesting in such proceeding.

(b) Partial. If any of the Demised Premises shall be taken as aforesaid, and such partial taking shall render that portion not so taken unsuitable, to be determined at Lessor's sole discretion, for the business of Lessee (except for the amount of floor space), then this Lease and the term herein shall cease and terminate as aforesaid. If such partial taking is not extensive enough to render the Demised Premises unsuitable for the business of Lessee, then this Lease shall continue in effect except that the minimum rent shall be reduced in the same proportion that the floor area of the Demised Premises taken bears to the original floor area demised and Lessor may, at its election, upon receipt of the award in condemnation, make all necessary repair or alteration to the building in which the Demised Premises are located so as to constitute the portion of the building not taken as a complete architectural unit, but such work shall not exceed the scope of the work previously done by Lessor in originally constructing said building, nor shall Lessor in any event be required to spend for such work an amount in excess of the Amount Received by Lessor as damages for the part of the Demised Premises so taken. "Amount Received by Lessor" shall mean that part of the award in condemnation which is free and clear to Lessor of any collection by mortgagees or other lien holders for the value of the diminished fee.

(i) If more than twenty percent (20%) of the floor area of the Demised Premises shall be taken as aforesaid, Lessor may, by written notice to Lessee, terminate this Lease, such termination to be affected as aforesaid; or

(ii) If more than twenty percent (20%) of the gross leasable area of the Building or such portion of the common area that Lessor, in its sole discretion, determines that Lessor no longer has an economically viable or satisfactory project, shall be taken as aforesaid, Lessor may, by written notice to Lessee, terminate this Lease, such termination to be effected as aforesaid; or

(iii) If this Lease is terminated as provided in this paragraph, the rent shall be paid up to that day that possession is so taken by public authority and Lessor shall make an equitable refund of any rent paid by Lessee in advance.

(c) Award. Lessee shall not be entitled to and expressly waives and assigns to Lessor all claim to any condemnation award for any taking, whether of the Demised Premises or the common areas or appurtenant easement, whether whole or partial, and whether for diminution in value of the leasehold or to the fee and fixtures therein, although Lessee shall have the right, to the extent that the same shall not reduce Lessor's award, to claim from the condemning authority but not from Lessor, such compensation as may be recoverable by Lessee in its own right for damage to Lessee's business and moving or relocating costs.

38. DEFAULT:

(a) Event of Default. Each and every one and all of the following events shall constitute an Event of Default:

(i) If Lessee files a petition in bankruptcy for insolvency or for reorganization under any bankruptcy act or voluntarily takes advantage of any such act or makes an assignment for the benefit of creditors; or

(ii) If any involuntary proceedings under any bankruptcy law, insolvency or receivership action shall be instituted against Lessee, or if a receiver or trustee shall be appointed for all or substantially all of the property of Lessee and such proceedings are not dismissed, or the receivership or trusteeship vacated, within ninety (90) days after institution or appointment; or

(iii) If Lessee fails to pay any sum due from it in strict accordance with the provisions of this Lease, for the purpose hereof, all sums due from Lessee shall constitute rent whether denominated as rent or otherwise elsewhere herein and Lessee has absolutely no right of offset, except as expressly provided herein; or

(iv) If Lessee fails to fully perform and comply with each and every condition and covenant of this Lease; or

(v) If Lessee vacates or abandons the Demised Premises (Lessor shall not be deemed to have accepted surrender or abandonment of the Demised Premises without its express written consent); or

(vi) If the interest of Lessee is transferred, levied upon or assigned to any other person, firm or corporation whether voluntarily or involuntarily except as herein permitted; or

(vii) if Lessee or any principal (officer, director, major stockholder, partner, manager, etc.) of Lessee is charged with any crime, the conviction of which could result in the forfeiture of property owned or used by Lessee, regardless of whether Lessee or any principal of Lessee is convicted thereof; or

(viii) If Lessee violates the use provision herein; provided that notwithstanding anything contained herein to the contrary, such violation and default shall not be subject to any notice and cure rights including without limitation those set forth in subparagraph (b) below; or

(ix) If Lessee fails to fully open for business in the Demised Premises within 60 days after the Rental Commencement Date.

(b) Notice and Cure. In the event Lessee fails to fully satisfy or remedy any monetary default set forth above within ten (10) days after serving of notice of such default by Lessor, or a non-monetary default within thirty (30) days after serving notice of such default by Lessor [provided, however, that Lessor shall not be obligated to provide such thirty (30) day notice and cure period before declaring a default in the event that Lessee does not open for business in the Demised Premises within the time period set forth in subsection 38(a) (ix), above, or if Lessee violates any provision of Section 22 of the Lease entitled "Use of Premises"], Lessor shall be entitled, without limiting any other remedies available at law or in equity, to pursue any and all remedies set forth in Section 38(c) below. Notwithstanding the foregoing, Lessor's obligation to notify Lessee of a monetary default hereunder and to afford Lessee an opportunity to cure monetary defaults shall apply only to one (1) such default per calendar year. Thereafter, Lessor, in the event of a monetary default by Lessee, shall be entitled to exercise any or all of Lessor's remedies available in the event of a monetary default hereunder without any obligation to notify Lessee of such default or afford Lessee an opportunity to cure such default.

(c) Remedies. Upon the occurrence of any Event of Default as set forth above, Lessor shall have the right, at its option, to utilize one or more of the following rights:

(i) To cancel and terminate this Lease and all interests of the Lessee hereunder by automatic cancellation and termination either pursuant to Section 38(b) above or by giving notice of such cancellation and termination. In the event of either such cancellation and termination, such cancellation and termination shall be final thirty (30) days after the effective date of such cancellation and termination of the Lease. Upon the expiration of the thirty (30) day period, Lessee shall have no further rights under this Lease (but such cancellation shall not serve to release or discharge the damages Lessee owes to Lessor); and/or

(ii) To reenter the Demised Premises immediately with or without order of court and without being guilty of trespass, conversion or any other action at law or equity, remove the property and personnel of Lessee and store such property in a public warehouse or such other location selected by Lessor, all at the expense of Lessee. After such reentry, Lessor shall have the right to terminate this Lease. On termination, Lessor may recover from Lessee all damages resulting from Lessee's breach, including the cost of recovery of the Demised Premises and placing them in satisfactory condition, the value of the balance of this Lease over the reasonable rental value of the Demised Premises for the remainder of the term; provided that the value of the balance of this Lease shall be discounted to present value using the prime rate of interest of the Wall Street Journal as of the date of such termination, all of which sums shall be immediately payable to Lessor from Lessee; and/or

(iii) To relet the Demised Premises or any part thereof for any term, with or without terminating the Lease, and at such rentals and on such other terms as Lessor may elect including the right to grant free rent, and to alter and repair the Demised Premises as Lessor deems necessary. Should Lessor relet the Demised Premises, Lessee shall pay all expenses of reletting including, the cost of recovering the Demised Premises, the costs of tenant improvements (including tenant improvement allowances), all rents and charges then owing under the Lease, brokers' or finders' fees, attorneys' fees associated with the reletting and attorneys' fees associated with the action to recover sums owed by Lessee as provided in Section 38(e) below. Lessor shall apply the rent received from reletting in the following order: (A) first, to the payment of any indebtedness other than rent due or the costs and expenses of reletting hereunder; (B) second, to the payment of any cost and expense of such reletting, including brokerage fees and attorneys' fees, and costs of any alterations and/or repairs (including tenant improvement allowances); (C) third, to the payment of rent, due and payable hereunder; and (D) fourth, the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. If such rent received from reletting the Demised Premises during any month is less than that to be paid by Lessee hereunder, Lessee shall pay any deficiency to Lessor. Such deficiency shall be calculated and paid monthly; and/or

(iv) All other rights and remedies provided by law or in equity to a Lessor with a defaulting Lessee including all such money damages as a Lessor shall be entitled to pursuant to law.

(d) Upon any breach hereof, regardless of whether such breach is, or becomes, an Event of Default, Lessor shall be reimbursed by Lessee for Lessor's reasonable attorneys' fees in connection with such breach. Lessor expressly waives any statutory right to cure any default.

(e) In the event that Lessor is forced to engage an attorney to collect fixed minimum rent, percentage rent and/or Lessee's prorata share of taxes, insurance and common area expenses owed by Lessee, Lessee shall pay to Lessor its reasonable attorneys' fees in the agreed amount of fifteen percent of the aggregate sum of fixed minimum rent, percentage rent and/or Lessee's prorata share of taxes, insurance and common area expenses, plus interest, owed by Lessee to Lessor. In the event that Lessor prevails in any action to enforce the provisions of this Lease against Lessee and/or recover any sums from Lessee (other than recovery of fixed minimum rent, percentage rent and/or Lessee's prorata share of taxes, insurance and common area expenses owed by Lessee), Lessee shall pay to its reasonable attorneys' fees.

(f) The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee, Lessee's use or occupancy of the Demised Premises, and/or any claim of injury or damage. In the event Lessor commences any proceedings for non-payment of rent, minimum rent, percentage rent or additional rent, Lessee will not interpose any counterclaim of whatever nature or description in any such proceedings, except compulsory counterclaims. This sub-paragraph (e) shall not, however, be construed as a waiver of Lessee's right to assert such claims in any separate action brought by Lessee.

(g) Lessee expressly waives any right of defense which it may have to claim a merger and neither the commencement of any action or proceeding nor the settlement thereof or entering of judgment therein shall bar Lessor from bringing subsequent actions or proceedings from time to time.

(h) This paragraph shall apply to any renewal or extension of this Lease, and if Lessee shall default hereunder prior to the date fixed as the commencement of any renewal or extension of this Lease, Lessor may cancel such renewal or extension agreement by providing notice at least two (2) days prior to such commencement to Lessee.

39. **BANKRUPTCY:** Notwithstanding any notice and cure rights granted to Lessee in Paragraph 38(b), if Lessee shall file any debtor proceedings, or take or have taken against Lessee in any court a petition in bankruptcy or insolvency, or for reorganization, the same shall constitute an event of default hereunder and this Lease shall automatically terminate thereupon, and Lessee shall immediately vacate and surrender the Demised Premises to Lessor, and Lessor shall be entitled to exercise all rights and remedies provided to it at law and equity in addition to those set forth in Paragraph 38 hereof, which remedies shall be cumulative.

Lessor and Lessee understand that, notwithstanding certain provisions to the contrary contained herein, a trustee or debtor in possession under the United States Bankruptcy Code, as amended, (the "Code") may have certain rights to assume or assign this Lease. Lessor and Lessee further understand that, in any event, pursuant to the Code, Lessor is entitled to adequate assurances of future performance of the provisions of this Lease. The parties agree that, with respect to any such assumption or assignment, the term "adequate assurance" shall include at least the following:

(a) In order to assure Lessor that the proposed assignee will have the resources with which to pay all Rent payable pursuant to the provisions of this Lease, any proposed assignee must have, as demonstrated to Lessor's satisfaction, a net worth (as defined in accordance with generally accepted accounting principles consistently applied) of not less than the net worth of Lessee on the Effective Date (as hereinafter defined), increased by seven percent (7%), compounded annually, for each year from the Effective Date through the date of the proposed assignment. It is understood and agreed that the financial condition and resources of Lessee were a material inducement to Lessor in entering into this Lease.

(b) Any proposed assignee must have been engaged in the conduct of business for the five (5) years prior to any such proposed assignment, which business does not violate the Permitted Use. It is understood that the Lessor's asset will be substantially impaired if the trustee in bankruptcy or any assignee of this Lease makes any use of the Premises other than the Permitted Use.

(c) Any proposed assignee of this Lease must assume and agree to be personally bound by the provisions of this Lease.

40. **ACCESS TO PREMISES:** Lessor shall have the right to place, maintain and repair all equipment of any kind in, upon or under the Demised Premises as may be necessary for the servicing of the Demised Premises and other portions of the Building. Lessor shall be allowed to take all materials in, to and upon the Demised Premises and to perform any renovations, additions, alterations or other work on the exterior of the Demised Premises and the Building as Lessor deems appropriate and Lessor shall have access to the Demised Premises as necessary to perform such work without same constituting an eviction of Lessee in whole or in part and the rents reserved shall in no way abate while said work is in progress by reason of loss or interruption of Lessee's business or otherwise and Lessee shall have no claim for damages. During the two (2) months prior to the expiration of this Lease or any renewal term, Lessor may place upon the Demised Premises "To Let" or "For Sale" signs which Lessee shall permit to remain thereon. Lessor shall at all reasonable times have access to the Demised Premises for the purpose of inspecting the Demised Premises to determine whether Lessee is complying with the terms and conditions of this Lease and to determine whether Lessor needs to perform any work hereunder and to perform any such work.

41. **ATTORNMEN:** Lessee shall attorn to the purchaser and recognize such purchaser as Lessor under this Lease, (i) in the event of the sale or assignment of Lessor's interest in the building of which the Demised Premises form a part, or (ii) in the event of any proceedings brought for the foreclosure of the building of which the Demised Premises form a part, or (iii) in the event of exercise of the power of sale under any mortgage made by Lessor covering the Demised Premises.

42. **QUIET ENJOYMENT:** Lessee, upon paying the rents and performing all of the terms on its part to be performed under this Lease, shall peaceably and quietly enjoy the Demised Premises subject, nevertheless, to the terms of this Lease and to any mortgage, ground lease or agreements to which this Lease is subordinated.

43. **LESSOR'S RIGHT TO CURE:** In the event Lessee should fail to perform any of its obligations hereunder, in addition to any other remedies provided hereunder or by law, Lessor shall have the right, at its option, to perform such obligations on behalf of Lessee at any time following three (3) days prior written notice to Lessee (except in cases of emergency when no notice shall be required). In such event, Lessee shall pay Lessor, as additional rent hereunder, all costs and expenses so incurred by Lessor, including reasonable attorneys' fees upon demand. All such amounts shall bear interest at the rate of eighteen percent (18%) from the date such amounts are incurred until paid, or the highest rate permissible by law, whichever is lower. However, no expenditure by Lessor on behalf of Lessee shall be deemed to waive or release Lessee's breach hereof and Lessor retains all rights to proceed against Lessee.

44. **FORCE MAJEURE:** Lessor shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond Lessor's control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or financing or through acts of God.

45. **END OF TERM:** Upon termination of this Lease, Lessee shall surrender the Demised Premises to Lessor, at the option of Lessor, (a) in building standard condition (removing, if necessary, any non-standard fixtures and alterations) or (b) in as good condition as when received, or in such better condition as the Demised Premises may be put during the term, excepting only deterioration caused by ordinary wear and tear and shall deliver all keys and combination to locks, safes and vaults to Lessor. If Lessee fails to remove its property upon the expiration of this Lease, the said property shall be deemed abandoned and shall become the property of Lessor, or at the option of Lessor may be removed by Lessor at Lessee's expense plus twenty percent (20%) of such costs as hereinbefore provided, with such costs to be paid from Lessee's security deposit, if necessary, or placed in storage at Lessee's expense, or sold or otherwise disposed of, in which event the proceeds of such sale or other disposition shall belong to Lessor. Lessee shall leave the Demised Premises in a clean and neat condition free and clear of all trash and debris. In the event Lessor is required to remove trash or debris from the Demised Premises, the cost of such removal shall be deducted from the security deposit.

46. **HOLDING OVER:** Any holding over after the expiration of this term or any renewal term shall be construed to be a "tenancy-at-sufferance" unless Lessor accepts rent from Lessee. In the event Lessor does not accept rent, but Lessee remains in possession, during the sufferance term rent shall be three (3) times the rent (including percentage rent) due prior to the end of the term. If Lessor accepts rent from Lessee after the expiration of this term or any renewal term, Lessee shall be deemed to be a Lessee for a term expiring upon the last day of the month for which Lessor accepted rent, and otherwise upon the terms herein specified so far as applicable; it being specifically understood and agreed that no "tenancy-at-will" has been created and that the only action required of Lessor to terminate the Lease is either notice prior to the end of the month or refusal to accept rent from the Lessee for the next month. Likewise, the only action required of Lessee to terminate the "tenancy-at-will" is either to give notice of termination prior to the end of the month or to refuse to pay rent for the next month together with vacating the Demised Premises. If Lessee fails to surrender the Demised Premises upon the termination of this Lease, in addition to any other liabilities to Lessor accruing therefrom, Lessee shall indemnify and hold Lessor harmless from loss or liability resulting from such failure, including, without limitation, any claim made by any succeeding Lessee founded on such failure.

47. **NO WAIVER:** Failure of Lessor to insist upon the strict performance of any provision or to exercise any option or any rules and regulations shall not be construed as a waiver for the future enforcement of any such provision, rule or option. The receipt by Lessor of rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach. In addition, Lessor may accept rent after a default or accept a partial payment and apply such payment as Lessor deems appropriate without waiving any rights of default. No provision of this Lease shall be deemed to have been waived unless such waiver is in writing signed by Lessor.

48. **NOTICES:** Any notice, demand, request or other instrument which may be or are required to be given under this Lease shall be delivered in person or sent by United States Certified or Registered Mail, postage prepaid, and shall be addressed, if to Lessor, at the address as hereinabove given and, if to Lessee, at the Demised Premises. Either party may designate such other address as shall be given by written notice. Any notice or communication under this Lease shall be deemed to have been given at the time it is placed in the mail with sufficient postage prepaid or personally delivered. Refusal to accept delivery shall constitute delivery.

49. **RECORDING:** Lessee shall not record this Lease or a memorandum thereof.

50. **PARTIAL INVALIDITY:** If any provision of this Lease or application thereof to any person or circumstances shall to any extent be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

51. ~~**BROKER'S COMMISSIONS:** _____ (name), License No. _____ with _____ (company), a _____ limited liability company, License No. _____, has acted as agent for the Lessor in this transaction and is to be paid a commission by Lessor. Other than the brokers set forth in the immediately preceding sentence, Lessee represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease arising by, through or under Lessee and agrees to indemnify Lessor against and hold it harmless from all liabilities arising from any such claim, including cost of attorneys' fees.~~

52. **PROVISIONS BINDING, ETC:** Except as otherwise expressly provided, all provisions shall be binding upon and shall inure to the benefit of the parties, their representatives, successors and assigns. Each provision to be performed by Lessee shall be construed to be both a covenant and a condition, and if there shall be more than one Lessee, they shall all be bound, jointly and severally, by these provisions. In the event of any sale of the Demised Premises, the building in which the Demised Premises is located, this Lease, or of a lease of the Building, Lessor shall be entirely relieved of all obligations hereunder.

53. **SUBORDINATION:** This Lease is and shall automatically be subordinated to any Deed to Secure Debt, or Deed of Trust or Mortgage placed on the Building or any part thereof, either now or at any time hereafter, and such automatic subordination shall not require the execution of any document or subordination agreement by Lessee but shall become effective upon the recording of any Deed to Secure Debt or Mortgage. In the event of the enforcement by any lender on the Building of the remedies provided by law or under its Deed to Secure Debt or Mortgage, Lessee will, upon request of any such lender or any other person or entity succeeding to the interest of such lender as a result of such enforcement, automatically become the Lessee or tenant of said lender or said successor-in-interest, without change in the terms or other provisions of this Lease; provided, however, that neither such lender nor any such successor-in-interest shall be bound by: (a) any payment of rent or additional rent for more than one (1) month in advance, except prepayments in the nature of security deposits and only if such prepayments have been deposited with and are under the control of said lender; or (b) any amendment or modification of this Lease without the express written consent of said lender or said successor-in-interest. Lessee agrees to give to both Lessor and any lender holding a security interest in the Building written notice of any default by Lessor hereunder and a reasonable period (but in any event not less than thirty [30] days) in which to cure such default. Lessee agrees that no amendment or cancellation of this Lease shall be binding upon any such lender without the written approval of such lender. Lessee agrees that no such lender shall be responsible for any liability of Lessor to Lessee for any actions arising prior to such lender's acquisition of title to the Building. Upon request of said lender or said successor-in-interest, Lessee shall deliver an instrument or instruments confirming the foregoing attornment provisions. In addition to the foregoing, Lessee recognizes and agrees that, notwithstanding the foregoing subordination, any such lender may sell the Building or the Demised Premises in the manner provided in any Deed to Secure Debt or Mortgage and thereby, at the option of said lender, sell the same subject to this Lease.

54. **RULES AND REGULATIONS:** The rules and regulations appended to this Lease as Exhibit "C" are hereby made a part of this Lease and Lessee agrees to comply with and observe the same. Lessee's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the manner as if the same were contained herein as covenants. Lessor reserves the right from time to time to amend or supplement said rules and regulations and to adopt and promulgate additional rules and regulations applicable to the Demised Premises and the Building. Notice of such additional rules and regulations, and amendments and supplements, if any, shall be given to Lessee, and Lessee agrees thereupon to comply with and observe all such rules and regulations, and amendments thereto and supplements thereof, provided the same shall apply uniformly to all Lessees of the Building.

55. **ENTIRE AGREEMENT, ETC.:** This Lease and the Exhibits, Riders and/or Addenda, if any, attached, set forth the entire agreement between the parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed. If any provisions contained in a Rider or Addenda is inconsistent with the printing provision of this Lease, the provision contained in said Rider or Addenda shall supersede said printed provision. It is herewith agreed that this Lease contains no restrictive covenants or exclusions in favor of Lessee. Should the Lessee at any time during the term of this Lease claim rights under a restrictive covenant or exclusions, whether implied or otherwise, Lessee herewith specifically waives any such claim with respect to department stores, regional or national chains, or any other merchants in the Building, or any other surrounding parcel owned by Lessor. The captions, numbers and index appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, or in any way affect this Lease.

56. **WAIVER OF LIABILITY:** Anything in this Lease to the contrary notwithstanding, Lessee agrees that it shall look solely to the estate and property of the Lessor in the land and buildings comprising the Building of which the Demised Premises are a part, and subject to prior rights of any mortgages of the Building, for the collection of any judgment (or other judicial process) requiring the payment of money by Lessor in the event of any default or breach by Lessor with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Lessor, and no other assets of the Lessor shall be subject to levy, execution or other procedures for the satisfaction of Lessee's remedies. In the event Lessor transfers this Lease, except as collateral security for a loan, upon such transfer, Lessor will be released from all liability and obligations hereunder, provided that the transferee assumes the obligations hereunder.

57. **ESTOPPEL CERTIFICATES:** Lessee shall, upon request by Lessor, execute and deliver to Lessor a written declaration in recordable form: (a) ratifying this Lease; (b) expressing the commencement and termination dates thereof; (c) certifying that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated); (d) that all conditions under this Lease to be performed by Lessor have been satisfied, or if not, then specifying those not satisfied; (e) that there are no defenses or offsets against the enforcement of this Lease by the Lessor, or stating those claimed by Lessee; (f) the amount of advance rent, if any, (or none if such is the case) paid by Lessee; (g) the date to which rent has been paid; (h) the amount of security deposit held by Lessor; and (i) such other matters as Lessor shall request. Such declaration shall be executed and delivered by Lessee from time to time as may be requested by Lessor. Lessor's mortgagee lenders and/or purchasers shall be entitled to rely upon the same.

58. **SECURITY AGREEMENT:** In addition to any statutory lien for rent in Lessor's favor, Lessor shall have and Lessee hereby grants to Lessor a continuing security interest for all rentals and other sums of money becoming due hereunder from Lessee, upon all goods, wares, equipment, fixtures, furniture, inventory, client files, accounts, contract rights, chattel paper and other personal property of Lessee situated on the Demised Premises, and such property shall not be removed therefrom without the consent of Lessor until all arrearages in fixed minimum rent, percentage rent and Additional Rent (including Lessee's share of taxes, insurance and operating expenses) as well as any and all other sums of money then due to Lessor hereunder all first have been paid and discharged. In the event of a default under this Lease, Lessor shall have, in addition to any other remedies provided herein or by law, all rights and remedies under Uniform Commercial Code, including, without limitation, the right to sell the property described in this paragraph at public or private sale upon five (5) days' notice to Lessee. Lessee hereby agrees that Lessor shall be entitled to prepare and file such financing statements and other instruments necessary or desirable in Lessor's discretion to perfect the security interest hereby created. Any statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto.

59. **ATTORNEY-IN-FACT:** Lessee, upon request of any party in interest, shall execute promptly such instrument or certificates to carry out the intent of Paragraphs 41, 53 and 57 above as shall be requested by the Lessor. Lessee hereby irrevocably appoints Lessor as attorney-in-fact for Lessee with full power and authority to execute and deliver in the name of Lessee any such instruments or certificates and said power shall be coupled with an interest in irrevocable. If five (5) days after the date of a written request by Lessor to execute such instruments Lessee shall not have executed the same, Lessor may, at its option and without limiting its other remedies, cancel this Lease without incurring any liability on account thereof, and the term hereby granted is expressly limited accordingly.

60. **INTENTIONALLY DELETED**

61. **LESSOR AND LESSEE:** The relationship of Lessor and Lessee as established by this Lease is that of landlord and tenant, and the tenancy hereby created is a usufruct and not an estate for years. None of the language or terminology of Lease shall be construed to create or form any other relationship between Lessor and Lessee.

62. **SPECIAL STIPULATIONS AND EXHIBITS:** Certain Exhibits, Special Stipulations and Riders to this Lease are attached hereto and constitute a part of this Lease, initialed on behalf of Lessor and Lessee, and are summarized as follows:

<u>JS</u>	Rider	<u>JS</u>	Exhibit "B", Lessor's Improvements.
<u>JS</u>	Hazardous Waste Agreement & Indemnity	<u>JS</u>	Exhibit "C", Rules and Regulations.
<u>JS</u>	Exhibit "A", Building Plat, Demised	<u>JS</u>	Exhibit "D", Sign Criteria.
	Premises shown in red.	<u>JS</u>	Exhibit "E", Guaranty.
<u>JS</u>	Exhibit "A-1", Floor Plan		

63. **TRANSFER OF LESSEES:** Lessor hereby reserves the right, at its sole option and upon giving at least thirty (30) calendar days advance written notice to Lessee, to transfer and remove Lessee from the Demised Premises at any time prior to or after occupancy of the Demised Premises to any other available space in the Building or another property downtown owned by Lessor of substantially equal area. Lessor hereby agrees to bear the expense of such transfer and removal, as well as the expense of any renovations or alterations which are necessary to make the new space conform substantially in layout and appointment with the Demised Premises. If Lessor moves Lessee to such new space, every term and condition of this Lease shall remain in full force and effect, except the minimum rent shall remain the same as the original rental agreement for no less than one year; thereafter the new square footage shall be adjusted pro rata to reflect any change in the square footage of the "New Demised Premises" as though Lessee had entered into an express written amendment of this Lease with respect thereto at the new rental rate based upon the new square footage. Failure of Lessee to cooperate with Lessor pursuant to this provision and to remove itself from the Demised Premises shall permit Lessor either: (a) to enter the Demised Premises and to remove Lessee and its property therefrom by force, if necessary, and to relocate Lessee and its property in the new space provided by Lessor pursuant to this provision, all without being liable to Lessee in any manner whatsoever for such acts except for the expenses which are provided in this Paragraph 63 to be paid by Lessor, or (b) to cancel or terminate this Lease effective ninety (90) days from the date of original notification by Lessor.

64. **DRAM SHOP INSURANCE:** In the event that at any time during the term of this Lease, or any extensions of renewals thereof, beer, wines or other alcoholic liquors or beverages are sold or given away upon or from the Demised Premises, (the foregoing provision shall not authorize the use of the Demised Premises for such purposes without the express consent to Lessor being set forth otherwise in this Lease), Lessee shall, at its sole expense, obtain, maintain and keep in force, adequate Dram Shop insurance protecting both Lessee and Lessor in connection therewith with policy limits covering the full amount of potential liability provided for from time to time under the laws of the state where the Demised Premises are located.

IN WITNESS WHEREOF, Lessor and Lessee have signed and sealed this Lease as of the day and year first above written.

"LESSOR"

401 Cherry Street, LLC

BY:  (SEAL)

PRINTED NAME: Travis B. Griffith

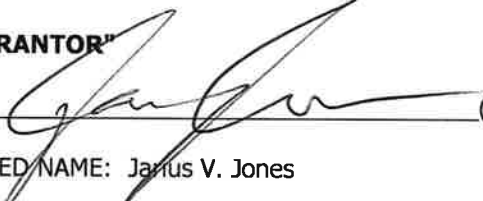
"LESSEE"

MCMJ, LLC dba Apt 77

BY:  (SEAL)

PRINTED NAME: Jarius V. Jones

"GUARANTOR"

BY:  (SEAL)

PRINTED NAME: Jarius V. Jones

RIDER

65. **OPTION TO RENEW:** Lessee shall, provided he is not in default under any of the terms and conditions of this Lease at the time of notification or commencement of the option, have the option to renew this Lease for **two (2) additional five (5) year periods**, subject to all of the other terms, covenants and conditions as set forth below:

(a) If Lessee elects to exercise said option, then Lessee shall provide Lessor with written notice on or before the date one hundred eighty (180) days prior to the expiration of the current term of this Lease and Lessee shall have the option to extend the term of this Lease for an additional five (5) year period from the date of expiration of the then current term of this Lease except that the minimum monthly rental in effect at the expiration of the then current term of this Lease shall be increased, commencing on the first day of the new renewal term. If Lessee fails to provide such notice, Lessee shall have no further or additional right to extend or renew the term of this Lease;

(b) This option is not transferable; the parties hereto acknowledge and agree that they intend that the aforesaid option to renew this Lease shall be "Personal" to **Jarius V. Jones**, as set forth above and that in no event will any assignee or sublessee have any rights to exercise the aforesaid option to renew; and

(c) The "Renewal Rate" under the "Option Period" shall be:

1 st Renewal Option Period:	Years 4-5	\$24.00 per sf (\$3,400.00 per month)
	Years 6-8	\$25.00 per sf (\$3,541.67 per month)
2 nd Renewal Option Period:	Years 9-13	To be negotiated

66. **BASEMENT PATIO USAGE:** Lessee shall be allowed to use the basement patio area on a case-by-case basis with prior written approval from Lessor at Lessor's sole discretion. Request must be provided to Lessor for review 10 days prior to the requested date(s) of use. If approved, Lessee shall provide proof of liability insurance coverage of \$1,000,000.00

67. **SIGNAGE:** With Lessor's prior written approval required:

1. Lessee shall comply with the Sign Criteria for 401 Cherry Street and shall submit signage requests to Lessor for approval which shall not be unreasonably withheld.
2. Lessee, at Lessee's sole cost and expense, shall have the right to install the maximum signage allowable on Lessee's Premises. Lessee shall comply with Lessor's and City/County signage requirements for the shopping center.

68. **ADVANCE RENT:** Upon Lease execution, Lessee will provide advance rent in the amount of **two thousand nine hundred seventy-five Dollars (\$2,975.00)** to be applied toward the first month's rent.

69. All trash removal shall be Lessee's responsibility. Trash container is currently located away from the Building across Martin Luther King Jr. Blvd at the Georgia Sports Hall of Fame.

70. Access to the 2nd floor roof and/or basement area must be coordinated with management.

71. Lessee is responsible for keeping kitchen vents, heating ventilation and air conditioning, as well as water heater equipment in good working order. If a problem is discovered, the Lessor will notify the Lessee in writing requesting the Lessee to given attention and repair the problem area.

72. Pest control is the responsibility of the Lessee.

73. Satellite or cable television access must be approved in writing by Lessor and installation must be coordinated with building management.

74. Roof maintenance must be coordinated with building management.

75. Outside fencing is the responsibility of the Lessee and must meet guidelines of Macon-Bibb Urban Development Authority.

76. The outdoor patio area is the sole responsibility of the Lessee and Lessee acknowledges that Lessee is not paying rent for such usage of patio area to Lessor.

77. **HVAC** – Notwithstanding any preprinted clause to the contrary, the Lessor shall warrant the HVAC system for a period of six (6) months against system or major component failure and shall be required to pay for all repair costs in excess of five hundred dollars (\$500.00), per repair occurrence, during the warranty period. Lessee agrees to maintain in good repair, the HVAC system during the entire lease term to include quarterly preventative maintenance.

78. **Fire Protection System:** All modifications to the space must be properly connected into Lessor's existing fire protection system. Lessee must use a vendor approved by Lessor. All costs associated are the sole expense and responsibility of Lessee.

79. **Music / Live Bands:** Lessee shall be allowed to play music and have live bands. Lessor reserves the right to prohibit music and/or live bands based upon the Macon-Bibb County Code of Ordinances and/or complaints from residents of the building.

**RIDER
LEASE ADDENDUM
HAZARDOUS WASTE AGREEMENT AND INDEMNITY**

80. Without limiting any other provision of the Lease, Lessee agrees to comply in all respects with all Federal, State, and Local laws, ordinances, rules and regulations relating to the storage, transport, use or disposal of toxic and/or hazardous substances, including specifically, without limitation, the Super Fund Amendments and Reauthorization Act of 1986, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Hazardous Waste Management System, and the Occupational Safety and Health Act of 1970. Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims, losses, costs, damages, liabilities, civil fines and penalties, criminal fines and penalties, expenses (including attorneys' fees), clean-up costs or other injury resulting from or arising out of Lessee's (including Lessee's employees, constructors and agents) failure to comply with the foregoing sentence. Lessee agrees to post and keep posted in a prominent location of the working area of the Demised Premises any memorandum or bulletin from Lessor concerning hazardous substances. The foregoing indemnity shall survive the termination of the Lease and shall continue until the applicable statute of limitations runs.

Jarius V. Jones has executed this Addendum for the purpose of personally guaranteeing the obligations of Lessee under the foregoing Hazardous Waste and Indemnity Agreement.

By:  _____
Jarius V. Jones

EXHIBIT "A"
LEGAL DESCRIPTION

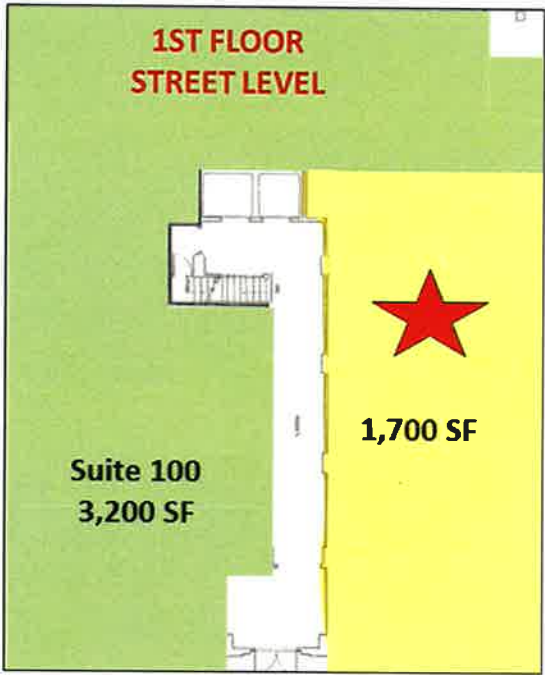
All that tract or parcel of land lying and being in the City of Macon, Bibb County, Georgia, and being known and distinguished as part of Lot No. 1, Square 23, Old City, in the Plat of said City, and being more particularly described as follows:

BEGINNING at a point located on the northeastern right-of-way line of Cherry Street, a distance of 118.6 feet as measured north 56 degrees 12 minutes 30 seconds west along said right-of-way line, from an iron bar marking the point of intersection of the northeastern right-of-way line of Cherry Street and the southeastern right-of-way line of Martin Luther King, Jr. Boulevard, said point of beginning also marking the point of intersection of the northeastern right-of-way line of Cherry Street and the former northwestern right-of-way line of Broadway; running thence north 55 degrees 10 minutes 40 seconds west along the northeastern right-of-way line of Cherry Street a distance of 70.0 feet to a point; running thence north 34 degrees 49 minutes 20 seconds east a distance of 105.0 feet to a point located on the southwestern side of a private alley; running thence south 55 degrees 10 minutes 40 seconds east along the southwestern side of said alley a distance of 70.0 feet to a point located on the former northwestern right-of-way line of Broadway; running thence south 34 degrees 49 minutes 20 seconds west along said former right-of-way line a distance of 105.0 feet to the point of beginning, as per survey for "Southern United Building, Ltd." Dated June 4, 1982, prepared by Jesse Collins, Jr., Georgia Registered Land Surveyor No. 2085, being improved property having a seven-story brick building located thereon; said tract containing 0.17 acre (7,350 square feet) according to said survey.

TOGETHER WITH all of grantor's right, title and interest in, to and under the certain Easement Agreement dated June 23, 1982, from the City of Macon to Harold G. Caldwell covering the maintenance of certain basement entrances and ingress and egress thereto and therefrom.

This property is known under the present system of numbering as **401 Cherry Street, Macon, Georgia 31201**

EXHIBIT "A-1"
FLOOR PLAN OF THE DEMISED PREMISES
SUITE 101 – 1700 SF



Floor Plan provided below strictly to show the general layout of the Premises and does not include. Anything permanently attached (to include but not limited to – the bar, bar top, light fixtures, etc.) remains the property of the Lessor and may be used by the Lessee.

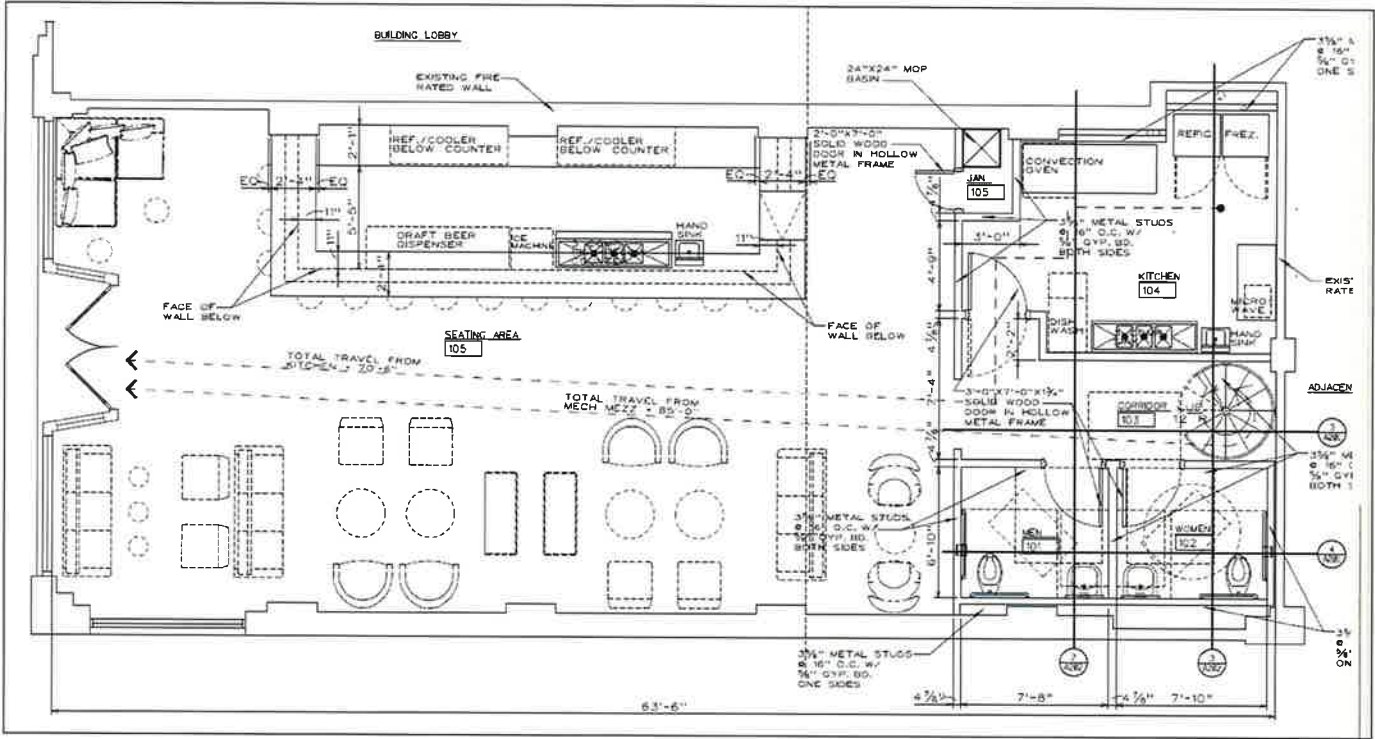


EXHIBIT "B"
LESSOR'S IMPROVEMENTS

Lessee takes space "as is where is".

EXHIBIT "C"
RULES AND REGULATIONS

Lessee agrees as follows:

- (1) All deliveries or shipments of any kind to and from the Demised Premises, including loading of goods, shall be made only by way of the rear of the Demised Premises or at any other location designated by Lessor, and only at such time designated for such purpose by Lessor.
 - (2) Garbage and refuse shall be kept in the kind of container specified by Lessor and shall be placed at the location within the Demised Premises designated by Lessor, for collection at the times specified by Lessor. The cost of removal of garbage and refuse, as well as insect (excluding termites), rodent and pest control, shall be at Lessee's expense.
 - (3) No radio, television, phonograph or other similar devises, shall be played so as to be heard or seen outside of the Demised Premises, or so as to be heard in adjoining tenant spaces without the prior written consent of Lessor. No radio, television, phonograph or other similar devises shall he mounted or played outside the Demised Premises without the prior written consent of Lessor. No excessive noise of any kind shall emanate from the Demised Premises. Lessee shall not mount any kind of exterior aerial outside of the Demised Premises. Any business in the Demised Premises shall be operated so that no odors or smells, offensive or otherwise, shall permeate or pass to any adjoining space or spaces. No living, sleeping, criminal or immoral act shall be permitted on the Demised Premises.
 - (4) Lessee shall keep the Demised Premises at a temperature sufficiently high to prevent freezing of water pipes and fixtures.
 - (5) The outside area immediately adjoining the Demised Premises shall be kept clean and free from snow, ice, dirt and rubbish by Lessee, and Lessee shall not place, suffer or permit any obstructions or merchandise in such areas.
 - (6) Plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein.
 - (7) Lessee shall not place, suffer or permit displays on the sidewalk in front of Demised Premises or on or upon any of the common area of the Building.
-

EXHIBIT "D"
SIGN CRITERIA

As provided by the Lease, the Lessor must approve in writing all signs of any type the Lessee wishes to install or display in the Common Areas or on the building. Any sign displayed in Common Areas or on the building, including the awning, is subject to the Lessor's written approval. The Lessor without notice will remove unauthorized signs. Any charge or expense incurred due to removal and/or to repair any damage occasioned by that removal will be paid by Lessee and collected as additional rent under this Lease.

Shop drawings of all Lessee signage shall be submitted for approval to Lessor to fabrication and installation. The cost of the fabrication shall be the responsibility of each individual Lessee. Sign construction is to be completed in compliance with all code requirements of any applicable state or local government or agency and the instructions, limitations and criteria outlined below.

The awning is the responsibility of the Lessee.

EXHIBIT "E" GUARANTY

FOR AND IN CONSIDERATION of the sums of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid or delivered to the undersigned Darrin V. Ford and Christina L. Ford (herein jointly and severally referred to as the "Guarantor") and for the purpose of inducing **401 Cherry Street, LLC** (hereinafter referred to as the "Lessor") to execute and deliver that certain lease (herein referred to as the "Lease") between Lessor and **MCMJ, LLC dba Apt 77** (herein referred to as the "Lessee") dated March 9th 2023, the Guarantor does hereby unconditionally guarantee to the Lessor, its successors and assigns, the full and prompt payment and performance of each and all of the terms and provisions under the Lease required to be paid or performed by the Lessee. In the event the Lessee fails to make any payment under the Lease, as and when due and in accordance with the terms of the Lease, the Guarantor shall, on demand, immediately make such payment to the Lessor. The Guarantor further agrees to pay to the Lessor all expenses (including reasonable attorneys' fees) paid or incurred by the Lessor in collecting any sum guaranteed hereunder (or any portion thereof), to enforce the obligations of the Lessee guaranteed hereunder or to enforce this Guaranty.

The Guarantor hereby consents and agrees that the Lessor may at any time, and from time to time, without notice to or further consent of the Guarantor, either with or without consideration, modify the terms of the Lease; extend or renew the Lease for any period; grant releases, compromises and indulgences with respect to the Lease and to any person or entity now or hereafter liable thereunder or hereunder; release any Guarantor or take or fail to take any action of any type whatsoever. No such action which the Lessor shall take or fail to take in connection with the Lease nor any course of dealing with the Lessee shall release the obligations of the Guarantor hereunder, affect this Guaranty in any way or afford the Guarantor any recourse against the Lessor. The provisions of this Guaranty shall extend and be applicable to all renewals, extensions, amendments, consolidations or modifications of the Lease.

The Lessee hereby subordinates any and all indebtedness of the Lessee now or hereafter owed to the Guarantor to any obligation of the Lessee to the Lessor under the Lease. The Guarantor agrees that it shall not claim any offset or other reduction of its obligations hereunder because of any such indebtedness and shall not take any action to obtain any of the assets of the Lessee described in and encumbered by any document or instrument securing any of the obligations under the Lease.

The Guarantor hereby waives and agrees not to assert or take advantage of (i) the defense of the statute of limitations in any action hereunder or for the collection of any sum guaranteed hereunder or the performance of any obligation guaranteed hereby; (ii) any defense that may arise by reason of the incapacity, lack of authority, death or disability of the Guarantor or any other person or entity, or the failure of the Lessor to file or enforce a claim against the estate (either in administration, bankruptcy, or any other proceeding) of the Lessee; (iii) any defense based on the failure of the Lessor to give notice of the existence, creation or incurring of any new or additional obligation or of any action or non-action on the part of any other person whomsoever in connection with any obligation guaranteed hereunder; (iv) any defense based upon an election of remedies by the Lessor which destroys or otherwise impairs any subrogation rights of the Guarantor or the right of the Guarantor to proceed against the Lessee for reimbursement, or both; (v) any defense based upon failure of the Lessor to disclose to the Guarantor any facts it may now or hereafter know regarding the Lessee; (vi) the acceptance or notice of acceptance of this Guaranty by the Lessor; (vii) notice of presentment and demand for payment of any obligation or performance of any of the obligations guaranteed hereunder; (viii) protest and notice of dishonor or of default to the Guarantor or to any other party with respect to the performance of any of the obligations guaranteed hereunder; (ix) any and all other notices whatsoever to which the Guarantor might otherwise be entitled; and (x) any other legal or equitable defenses whatsoever to which the Guarantor might otherwise be entitled.

This is a guaranty of payment and performance and not of collection. The liability of the Guarantor under this Guaranty shall be direct and immediate and not conditioned on the pursuit of any remedy against the Lessee or any other person or against any lien available to the Lessor, its successors or assigns. The Guarantor hereby waives any right to require that an action be brought against the Lessee or any other person. In the event of a default by the Lessee under the Lease, the Lessor shall have the right to enforce its rights, powers and remedies thereunder or hereunder in any order and all rights, powers and remedies available to the Lessor in such event shall be nonexclusive and cumulative of all other rights, powers and remedies provided thereunder or hereunder or by law or in equity.

The Guarantor and each of them represent and warrant to the Lessor that any and all financial statements heretofore delivered to the Lessor by each of them are true and correct in all respects.

At the request of Lessor, Guarantor shall, not later than ninety (90) days following the close of each fiscal year of Guarantor during the Lease Term, furnish to Lessor a balance sheet of Guarantor as of the end of such fiscal year and a statement of income and expense for the fiscal year then ended, a copy of Guarantor's most recent tax return filed with the IRS and/or such other financial statements reasonably requested by Lessor, together with a certification from Guarantor that said financial statements have been prepared in conformity with reasonably accepted accounting principles and fairly present the financial condition of Guarantor as of and for the periods covered and that said tax return is a true and accurate copy of that filed with the IRS. Lessor agrees to keep such financial statements and tax returns confidential, except that Lessor shall be entitled to provide such financial statements and tax returns to its lenders, prospective purchasers, accountants, attorneys, or any other party with a reasonable need to obtain such information.

The Guarantor and each of them, severally waives, for himself and family, any and all homestead and exemption rights which any of them or the family of any of the them may have under or by virtue of the Constitution or the laws of the United States of America or of any state as against this Guaranty, any renewal hereof, or any indebtedness represented hereby and does jointly and severally transfer, convey and assign to the Lessor a sufficient amount of such homestead or exemption as may be allowed, including such homestead or exemption as may be set apart in bankruptcy, to pay all amounts due hereunder in full, with all costs of collection and does hereby direct any trustee in bankruptcy having possession of such homestead or exemption to deliver to the Lessor a sufficient amount of property or money set apart as exempt to pay the sums guaranteed hereunder, or any renewal thereof, and does hereby jointly and severally appoint the Lessor the attorney-in-fact for each of them, to claim any and all homestead exemptions allowed by law.

The provisions of this Guaranty shall be binding upon the Guarantor and each of them, jointly and severally, and its successors, heirs, legal representatives and assigns and shall inure to the benefit of the Lessor and its successors and assigns. This Guaranty shall in no event be impaired by any change which may arise by reason of the death of any Guarantor, if individuals, or by reason of the dissolution of any Guarantor, if the Lessee or any Guarantor is a corporation or partnership.

If from any circumstances whatsoever fulfillment of any provisions of this Guaranty, at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable law, with regard to obligations of like character and amount, then ipso facto the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Guaranty that is in excess of the current limit of such validity. The provisions of this paragraph shall control every other provision of this Guaranty.

Any notice or other communication which may be required or permitted to be given or delivered hereunder shall be in writing and shall be deemed to have been given, delivered and received if mailed or delivered to the party at the address set forth below (i) as of the date when the notice is personally delivered and/or (ii) if mailed, in the United States Mail, certified return receipt requested, as of the date which is three (3) days after the date of the post mark on such notice and/or (iii) if delivered by courier or express mail service, telegram or mailgram where the carrier provides or retains evidence of the date of delivery, as of the date of such delivery.

TO THE LESSOR:
401 Cherry Street, LLC
401 Cherry St, Suite 600
Macon, GA 31201

TO THE GUARANTOR:
Jarius V. Jones
168 Abercorn Street
Warner Robins, GA 31088
mcmjinvestments@gmail.com

Either party may be notice to the other in the manner provided above, designate a different address for receiving notices under this Lease. A post office box shall not be the only notice address for a party. Any notice which is delivered to the notice address on a non-business day shall be deemed given the next business day if left at the notice address; or, if not left at the notice address, the next business day when re-delivered to the notice address. The refusal to accept delivery of any notice or the absence of anyone at a notice address to accept delivery shall not prevent any notice from being effectively given. A non-business day is a Saturday, Sunday or legal holiday generally observed in the city where notice is delivered.

IN WITNESS WHEREOF, the Guarantor has hereunto caused this agreement to be executed under seal by the persons and/or entities set forth below, and the Guarantor warrant to the Lessor that those persons executing this Agreement on behalf of an entity are duly authorized so to do, as of the 9th day of March 2023.


Jarius V. Jones (SEAL)

Agent Certification

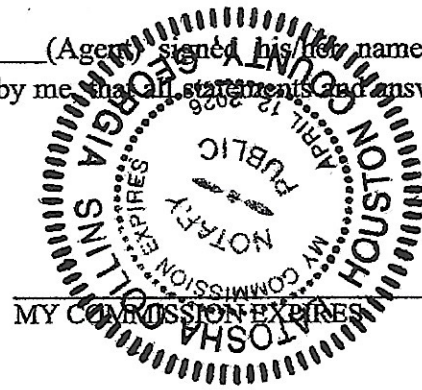
The undersigned certify that the information contained in this application and accompanying documentation is true and correct, and that the Agent named herein has directorial authority over the operations of the business to be licensed. The undersigned further agree to abide by, observe, and conduct the licensed business according to all county ordinances and state laws and regulations in respect thereof, and understand that the Agent named herein may be held personally responsible for violations of County Alcohol Code committed by others at the Agent's direction, or with the Agent's knowledge.

Agent's Signature: *Janice* Date: 6/7/23

Business Name Apt 77

I hereby certify that Jarius Jones (Agent) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 4 day of August, 2023
Rakela Collins
 NOTARY PUBLIC



Owner/Individual Certification

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Individual/Owner's Signature: _____ Date: _____
 (If different from Agent)

Title: _____

Business Name: _____

I hereby certify that _____ (Applicant) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This _____ day of _____, 20____.

 NOTARY PUBLIC

 MY COMMISSION EXPIRES

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name:

Apt 77

Business Address:

401 Cherry St., Ste 101, Macon GA 31201

Instructions:

This form must be completed for each new license or renewal license application for locations selling beer or wine or both, but not distilled spirits, by the package to go.

If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.

If you are selling alcohol by the package to go, please read the definitions below and check the box next to the definition which best matches how the business is currently operated or expected to operate under this license. Any intentional failure to identify or misrepresentation on this form may be grounds for denial or revocation of any license issued to you.

Definitions:

- ☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products: at least five different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.
- ☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

- ☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under \$10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.
- ☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.
- ☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.
- ☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria: 1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.
- ☒ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.


Applicant/Agent Signature

6/7/23
Date

SECURITY CAMERA COMPLIANCE VERIFICATION
--

Instructions:

*This form must be completed for each new license application for locations selling alcohol **by the package to go or operating as a bar or nightclub.***

Pursuant to Sec. 4-1 of the Macon-Bibb County Code of Ordinances,

1. Bar shall mean any business that derives 75 percent or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises, in accordance with O.C.G.A. § 3-1-2;
2. Nightclub shall mean any business which:
 - Directly or indirectly charges patrons for admission;
 - Is licensed under this Chapter for the sale of alcoholic beverages for consumption on premises;
 - Provides entertainment using amplified sound, including, without limitation, the playing of pre-recorded music through amplified sound by a DJ or emcee or similar person; the playing of live analog, electronic, or digital musical instruments; the presentation of live human speech or dialogue through amplified sound; or any combination of the above;
 - Which does not provide a number of seats suitable for the viewing of such entertainment greater than or equal to the number of patrons present; and
 - Which does not earn at least fifty percent of its annual gross revenues from the sale of prepared meals or the letting of rooms for overnight stay.

If you are selling alcohol by the package to go or operating a bar or nightclub you must:

1. *install security cameras in your business that meet the requirements below;*
2. *call the Code Enforcement Department Office at 478-803-0470 to schedule an appointment to have an inspection of the security camera system;*
3. *show the inspector that the security camera system meets the requirements below; and*
4. *have the inspector sign this form approving the security camera system.*

If you are not operating as a bar or nightclub or selling alcohol by the package to go, simply check the box on this form for “Exempt” and sign at the bottom.

Pursuant to Sec. 4-40 of the Macon-Bibb County Code of Ordinances,

1. Any establishment selling alcoholic beverages by the package to go must install security cameras, which are, at a minimum, of sufficient quantity, quality, and positioning so as to capture the face and clothing of any person entering into the establishment through any public entrance; or making any purchase from the establishment.
2. Any establishment licensed to sell any alcoholic beverage for consumption on premises, which is operating as a bar or nightclub, is hereby required to install security cameras, which must, at a minimum, be of sufficient quantity, quality, and positioning so as to capture the face and clothing of persons entering into said establishment through any public entrance

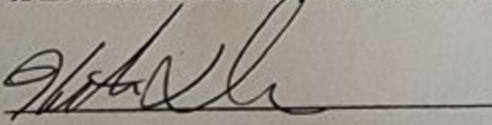
thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

3. A digital security camera system shall be deemed to be "of sufficient quality" of and only if each camera required under this Section meets the following criteria:
 - It is capable of producing an image with a 1080p High Definition (1920 x 1080 pixels) resolution or greater at a minimum frame rate of 15 frames per second;
 - It is maintained in a state of being free of dust or debris that would interfere with the quality of the image being produced; and
 - It is capable of operating in the actual interior or exterior lighting conditions that are present during all operations and times of operation for the establishment, and of producing a clear image of the face and clothing of the persons described in this Section in all such lighting conditions.
4. Such cameras meeting the requirements of this Section must be capable of producing a retrievable image on film, tape, or other suitable digital format that can be made a permanent record and that can be enlarged through projection or other means. Cameras meeting the requirements of this Section shall be maintained in proper working order at all times and shall be subject to periodic inspection by the Sheriff.
5. Establishments required under this Section to install security cameras shall maintain all video images captured thereby for a period of at least thirty days from the date of image capture.
6. The failure to have or maintain security cameras in good working condition, with sufficient backup storage as to permit the retrieval of images as required by this Section shall be a violation of this Section and shall be punishable in accordance with the general provisions of Section 1-6 of this Code, as well as by any adverse action against the alcohol licensure of such business, up to and including the revocation or denial of all existing alcohol licenses held by such licensee.

Business Name: Apt 77

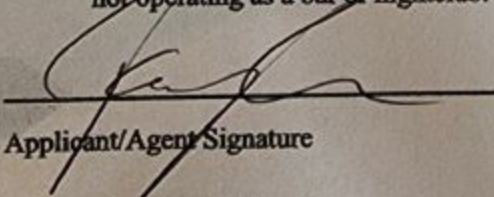
Business Address: 401 Cherry St., Ste. Macon, GA 31201

I hereby certify that on this date, I have inspected the security camera and image retrieval system located at the above business and found it to be in compliance with the requirements of Sec. 4-40 of the Macon-Bibb County Code of Ordinances, as stated hereon.


Code Enforcement Department Designee

07/21/2023
Date

☐ **Exempt:** Check this box if you are not licensed, not applying for package to go license, or not operating as a bar or nightclub.


Applicant/Agent Signature

7/21/2023
Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.

	Jarvis Jones	6/7/23
Signature	Print Name	Date



Alcohol License Questionnaire

Name of Business: Apt 77
 Owner's Name: Jarius Jones
 Address: 401 Cherry St, Ste 101
Macon, GA 31201

1. Do you own or are you leasing your business location? ☐ Own ☒ Lease

2. If you purchased the building, what was the final sale price as reflected in public records? \$ N/A

3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?

Please circle one: Relation, see below No Relation

4. If you are leasing the building, will your landlord be involved in the day to day business operations? ☐ Yes ☒ No

5. Was the previous operator at this location in any legal or regulatory trouble with local government, state government, law enforcement, or the Georgia lottery in the year prior to the transfer to your business? ☐ Yes ☒ No

6. Will the previous operator or any family member of the previous operator remain involved in the day to day business operations? ☐ Yes ☒ No

7. Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction? ☐ Yes ☒ No

Jarius Jones
 Printed Name of person completing form

[Signature]
 Signature of person completing form

6/7/23
 Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

This form must be completed by any bar or nightclub operating with an alcohol license which allows or requires security personnel to carry firearms while working. The form shall be submitted upon applying or renewing any license to sell alcohol on the premises. This form is not required for businesses employing certified peace officers in good standing with the Georgia Peace Officer Standards and Training Counsel. Applicants applying for special events which employ armed security personnel are required to submit this form.

Pursuant to the licensing requirements of Sec. 4-550 of the Macon-Bibb County Code of Ordinances, attach the following documentation to this form prior to submission:

1. A copy of the applicant's valid private security business license, issued by the Georgia Board of Private Detective and Security Agencies.
2. A list containing the names and dates of birth of all persons who will be working as armed security personnel at the applicant's place of business or special event location. Use the attached form.

NOTE: IT IS A VIOLATION TO ALLOW ANY PERSON NOT LISTED TO WORK AS AN ARMED SECURITY PERSONNEL WITHOUT FIRST SUBMITTING AN UPDATED COPY OF THIS FORM TO THE TAX COMMISSIONER'S OFFICE. PENALTIES FOR VIOLATING THIS RULE MAY INCLUDE THE LOSS OF YOUR ALCOHOL LICENSES.

3. A copy of a valid private security license from the Georgia Board of Private Detective and Security Agencies for each person named who will be working as armed security personnel at the applicant's place of business or special event location.

If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name:

Apt 77

Business Address:

401 Cheley St., Ste 101, Macon GA 31201

☒ **Exempt:** Check this box if you certify that you will not hire any armed security personnel, or that you are not operating as a bar or nightclub.

Does your business derive 75% or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises? ☒ YES ☐ NO


Applicant/Agent Signature

Date

6/7/23

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: 401 Cherry Street, LLC
2. Name of the subject of this Certificate, if different from the applicant:
Apt 77, 401 Cherry St., Ste 101, Macon, GA
3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

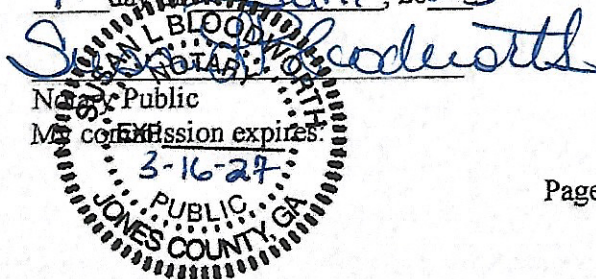
N/A See attached chart

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

Print and Sign Name

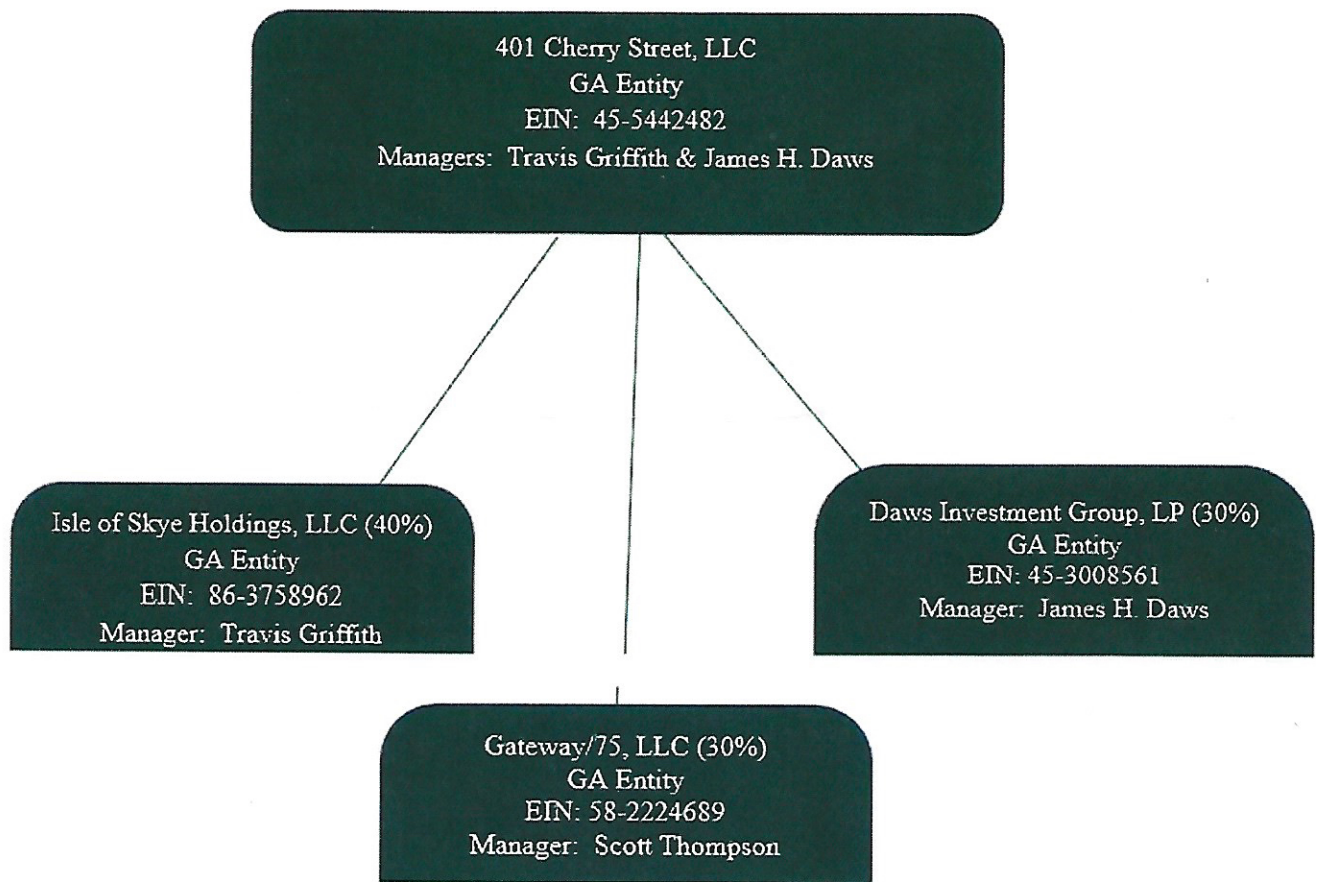
JAMES A. DAVIS

Sworn to and subscribed before me this
7th day of June, 2023



Page 2 of 2

Rev. April 2022
See O-22-0011



Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: Jarius Jones
2. Name of the subject of this Certificate, if different from the applicant:
Apt 77, 401 Cherry St., Macon GA 31201
3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other: _____	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

Jarius Jones 100% to

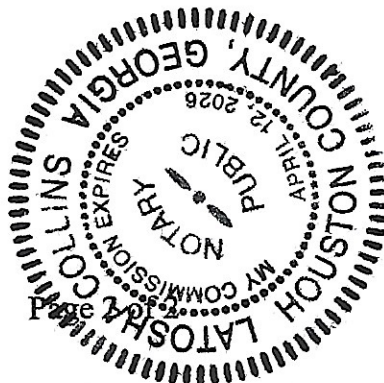
5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

Jarius Jones - Gavin Gann
Print and Sign Name

Sworn to and subscribed before me this
7 day of June, 2023.

Dafalla Celler
Notary Public

My commission expires:



Rev. April 2022
See O-22-0011



Tax Commissioner's Office
188 Third Street
Macon, Georgia 31201

Reviewed By: _____

OFFICE USE ONLY
ALCOHOL APPLICATION

Applicant Name: Jarius Jones fingerprinted 08/14/23

Business Name: MCMJ LLC dba Apt 77

Business Address: 401 Cherry Street, Ste 101, Macon, GA 31201

After investigation, I recommend that the license requested herein be:		
Granted	<u>Sheriff Davis</u> Sheriff, Macon-Bibb County, Georgia	<u>9/8/2023</u> Date
Denied	_____ Sheriff, Macon-Bibb County, Georgia	_____ Date

After investigation, I recommend that the license requested herein be:		
Granted	_____ Mayor, Macon-Bibb County, Georgia	_____ Date
Denied	_____ Mayor, Macon-Bibb County, Georgia	_____ Date

After investigation, I recommend that the license requested herein be:		
Granted	 _____ Clerk of the Macon-Bibb County Commission, Georgia	_____ Date
Denied	 _____ Clerk of the Macon-Bibb County Commission, Georgia	_____ Date



**Tax Commissioner's Office
188 Third Street
Macon, GA 31201**

Review Form

The attached application is a petition to Macon-Bibb County for an Alcoholic Beverage License.

The following required documents are included in the application:

- ☐ Signature form
- ☐ BSO Recommendation letter
- ☐ Proof of Planning and Zoning compliance
- ☐ Affidavit from the Macon-Bibb County Engineer's Department
- ☐ Affidavit from the Macon Telegraph Newspaper

Legal Review 9/15/2023 (Date) ^{DS}
SF (Initials)

Comments

Legal completed review 9/15/23. Legal recommends approval.

Initials

^{DS}
SF Stephanie Freeman, Administrative Office Specialist

Introductory Text

All current Alcohol Licenses expire December 31.

There is no grace period.

Alcohol License Renewal applications must be submitted annually on or before November 15th to receive your alcohol license by the January 1st deadline. Renewal applications will be accepted until 12/31. After this date a new Alcohol License Application will have to be submitted.

Accepted Methods of Payment: **Credit, Debit, and eCheck.**

Please proceed to the Application Questions for steps to renew or apply for initial licensure.

Application Questions

Are you submitting an Initial Application or a Renewal for an existing license?

Application Type : Initial Application

Are you submitting a Business Continuation application?

Business Continuation : No

Are you submitting an application for a non-profit business?

Non-Profit Business : No

Required Attachments



Please note: You will be required to complete the Alcohol Beverage Supplemental Packet as a part of this application.

You will need to complete and upload the supplemental packet. This can be found [here](#)

You must complete and upload the Alcohol Beverage Supplemental Packet here.

Alcohol Beverage Supplemental Packet:

ALCOHOL PART I.tiff

ALCOHOL PART II.tiff

ALCOHOL PART III.tiff

Business Information



For Business Name and Corporation Name, do not include commas or periods.

This is an example of what you SHOULD do: "John Doe's Services Inc"



For Business Name and Corporation Name, do not include commas or periods.

This is an example of what you SHOULD NOT do: "John Does Services, Inc."

Business Name (DBA) : Francar's Buffalo Wings

Corporation Name : Francar's Inc

Business Address : 1365 Linden Avenue

City : Macon

State : GA

Zip : Francar's Buffalo Wings

Mailing Address : 1365 Linden Ave

City : Macon

State : GA

Zip : 31201

Local Business Phone # : (478) 741-3338

Email : francarswings@gmail.com

Owner Name : Carl G Fambro Sr

Owner Phone # : [REDACTED]

Are you selling alcohol by the package to go? : No

Agent Information

Agent Information

Please provide the Alcohol Handler License Number for your Agent.

Alcohol Handler License Number : ON 000028904945

Agent's First Name : Carl

Agent's Last Name : Fambro, Sr.

Agent's Home Phone # : (478) 731-4141

Job Title : OWNER

Agent's Home Address :

City : Macon

State : GA

Zip : 31217

Social Security Number :

License Fees

License Fees (ADD All that Apply)

Add the applicable License Fees by clicking the **ADD** button below and selecting the appropriate options.

License Fees:

License Fee : Malt Consumed on Premise - \$800

Armed Security Personel

Are you a bar/nightclub that derives 75% or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises?

Yes/No : No

Certification and Attestation

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

By checking this box and entering your name below, you are agreeing to the terms and conditions and consenting to the use of your electronic signature in lieu of an original signature on paper. : ☒

As a part of this application, please read the relevant code sections and requirements that are listed [here](#). Please note accessing the code here will save the information you entered and redirect you to the beginning of the application. Simply, move through the application to digitally sign and date.

By checking this box I am affirming that I have read the relevant code sections and am familiar with the requirements of licensure. : ☒

Digital Signature

Your Name Here : Carl G Fambro SR

Date

Today's Date : 07/15/2023

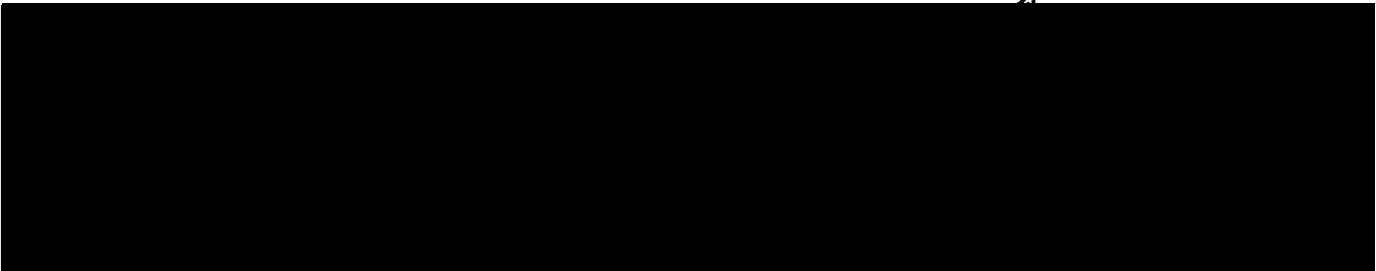
Check All That Apply:

☐ New Business☐ Change of Business Address**BUSINESS INFORMATION**

Corporate and Trade Name: FRANCAR'S INC / FRANCAR'S BUFFALO WINGS
Federal Tax ID #: 58-2031025 State Tax ID #: 307100121/20101003841
Street Address: 1365 LINDEN AVE City: MOCCA State: CA Zip: 31201
Mailing Address: 1365 Linden Ave City: MOCCA State: CA Zip: 31201
Local Business Phone #: 478 741 3338

AGENT INFORMATION

Agent's Name: CARL G. FAMILIN SR Agent's Title: OWNER

**INDIVIDUAL/OWNER INFORMATION**

Will the Agent named above also serve as the Applicant of this license? ☒ Yes ☐ No If no, complete the following:

Owner/Individual's Name: _____ Title: _____

Home Address: _____ City: _____ State: _____ Zip: _____

Home Phone #: _____ Email: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Name-Based Criminal History Record Information Consent/Inquiry Form

I hereby give consent for the Bibb County Sheriff's Office to conduct an inquiry and receive any Georgia criminal history record information pertaining to me, which may be contained in the files of any state or local criminal justice agency in Georgia.

Full Name (print):	SHARON LAVERN FAMBRO



This authorization is valid for 90/180/ (circle one) days from date of signature.



I, Sharon Lavern Fambro, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.

Sharon Lavern Fambro

Signature

20 JUL 2023

Date

Include a copy of your valid State/Government issued identification

Date of Inquiry: _____ Time of Inquiry: _____ Operator's Initials: _____

Purpose Code used: (check one)

☐	Employment (E) - Provides Georgia Criminal History Record Information
☐	Employment with Mentally Disabled (M) - Provides Georgia Criminal History Record Information
☐	Employment with Elder Care (EC) - Provides Georgia Criminal History Record Information
☐	Employment with Children (C) - Provides Georgia Criminal History Record Information
☐	Public Records (P) - Provides Georgia Felony Convictions Only

The inquiry resulted in the following: (check all that apply)

☐	No Georgia CHRI results available.
☐	Georgia CHRI attached/released

☐	No NDC/SOC Warrant results available.
☐	Possible NDC/SOC Warrant. Contact Agency listed below.
Warranting Agency Name:	
Agency Telephone:	

Agency Designee Signature and Title

Date

Rev. 9/2020

Name-Based Criminal History Record Information Consent/Inquiry Form

I hereby give consent for the Bibb County Sheriff's Office to conduct an inquiry and receive any Georgia criminal history record information pertaining to me, which may be contained in the files of any state or local criminal justice agency in Georgia.

Full Name (print):	CARL GOLDWYN FAMBRO



This authorization is valid for 90/180/ (circle one) days from date of signature.



I, CARL GOLDWYN FAMBRO, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.

C. Fambro
Signature

20 JUL 2023
Date

*****Include a copy of your valid State/Government issued identification*****

Date of Inquiry: _____ Time of Inquiry: _____ Operator's Initials: _____

Purpose Code used: (check one)

☐	Employment (E) - Provides Georgia Criminal History Record Information
☐	Employment with Mentally Disabled (M) - Provides Georgia Criminal History Record Information
☐	Employment with Elder Care (N) - Provides Georgia Criminal History Record Information
☐	Employment with Children (W) - Provides Georgia Criminal History Record Information
☐	Public Records (P) - Provides Georgia Felony Convictions Only

The inquiry resulted in the following: (check all that apply)

☐	No Georgia CHRI results available.
☐	Georgia CHRI attached/released

☐	No NCIC/GCIC Warrant results available.
☐	Possible NCIC/GCIC Warrant. Contact Agency listed below.
Wanting Agency Name:	
Agency Telephone:	

Agency Designee Signature and Title

Date

Rev. 9/2020

MACON-BIBB COUNTY, GEORGIA
(S.A.V.E.) SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS
O.C.G.A. § 50-36-1 (e) (2) Affidavit

By executing this affidavit under oath, as an applicant for a Macon-Bibb County, Georgia, Occupation Tax Certificate, Alcohol License, or other public benefit as referenced in O.C.G.A. § 50-36-1; the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) ☒ I am a United States citizen 18 years of age or older. Please submit a copy of your current Secure and Verifiable Document(s) such as driver's license, passport, or document as indicated on the attached list.
- 2) ☐ I am not a United States citizen, but I am a legal permanent resident of the United States 18 years of age or older, or I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older with an alien number issued by the Department of Homeland Security or other federal immigration agency. Please submit a copy of your current immigration document(s) which includes either your Alien number or your I-94 number and, if needed, SEVIS number.

Please check only one option above and submit the required documents with your application.
Please note that the failure to do so will result in a processing delay.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1 (e) (1), with this affidavit.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Business Name: FRANCAR'S INC

Printed Name of Applicant: CARL G. FANCAR

*Signature of Applicant: *Carl G. Fancar*

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 19 DAY OF July, 2023

Kenneth Johnston Boyer
 NOTARY PUBLIC

Kenneth Johnston Boyer
 NOTARY PUBLIC
 Monroe County, Georgia
 My Commission Expires 5/23/2026

MY COMMISSION EXPIRES

MACON-BIBB COUNTY, GEORGIA
(S.A.V.E.) SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS
O.C.G.A. § 50-36-1 (e) (2) Affidavit

By executing this affidavit under oath, as an Agent for a Macon-Bibb County, Georgia, Occupation Tax Certificate, Alcohol License, or other public benefit as referenced in O.C.G.A. § 50-36-1; the undersigned Agent verifies one of the following with respect to my application for a public benefit:

1) ☒ I am a United States citizen.

OR

2) ☐ I am a legal permanent resident of the United States.

OR

3) ☐ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is _____.

The undersigned Agent also hereby verifies that he or she is **18 years of age or older** and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1 (e) (1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as _____.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Name of Business: FRANCIS'S BUFFALO WINGS

Printed Name of Agent: SHARON L. FAMBRO

Signature of Agent: Sharon Fambro

Executed in MACON, GA
 (City) (State)

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 14 DAY OF July, 2023

Kimberly L Thomas
 NOTARY PUBLIC

Kimberly L Thomas
 Notary Public
 Bibb County, Georgia
 My Commission Expires 05/25/2026

5-25-26
 MY COMMISSION EXPIRES

We have in-house Notary service available for Business License documents only.
Affidavits must be signed in the presence of the Notary with proper identification.

MEASUREMENT FORM

Retail Sales of Distilled Spirits for Consumption on the Premises Macon-Bibb County Code Chapter 4, Alcoholic Beverages

APPLICANT: CARL G. FAMBRO
PROPOSED LICENSE: BEER ONLY CONSUMED ON PREMISES
BUSINESS LOCATION: 1365 LINDEN AVE.
BUSINESS NAME: FRANCAR'S BUFFALO WINGS

To Be Completed by County Engineer

1. Nearest property line of the place of business to the nearest property line of a state or county owned and operated alcoholic treatment center, or housing authority property measured and found to be more than 300 ft (4-142)

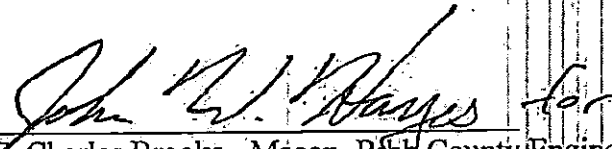
☒ X Comply ☐ Does not comply

Licenses for a private club or for a bona fide restaurant, hotel or motel or other bona fide food service establishment is exempt.

2. We are unable to determine if this is a bona fide restaurant or bona fide food service establishment that qualifies for the exceptions or exemptions.

☐ Yes ☐ No ☒ X Not Applicable

By:


F. Charles Brooks - Macon-Bibb County Engineer

Date:

6/8/23

It is respectfully requested that forms be returned no later than Friday of each week for use by the County Commissioner's Office

CONSUMPTION ON PREMISES

(Bar or Restaurant)

BEER, WINE & LIQUOR

Or

BEER & WINE

300' from nearest PL to property line of Alcohol Treatment Center or MHA project.

Francar's Buffalo Wings
#1365 Linden Ave.

9,100' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Emery Hwy.

1,850' — MHA housing unit property line

#1130 Oglethorpe Street

OK!

Paul J. Hoinowski
June 7, 2023

JWA



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald

el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi

Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
127001	430635	Print Legal Ad-IPL01262300 - IPL0126230		\$45.00	1	28 L

Attention: CARL G.

FRANCAR'S BUFFALO WINGS
1365 LINDEN AVE
MACON, GA 31201

francarswings@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR BEER On Premises

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the June 16, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Francar's Buffalo Wings, 1365 Linden Ave Macon, GA 31201. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office, Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This June 9, 2023, Carl G. Fambro Sr.,
Applicant
IPL0126230
Jun 9, 16 2023

To Whom It May Concern:

This is to certify the legal advertisement in the above stated case was published in The Telegraph legal section on:

2 insertion(s) published on:
06/09/23; 06/16/23

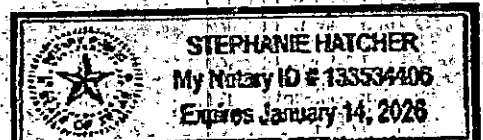
By placing your legal or legal advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 16th day of June in the year of 2023

Stephanie Hatcher

Notary Public in and for the state of Texas; residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy



ZONING COMPLIANCE

MACON-BIBB COUNTY PLANNING AND ZONING COMMISSION

Suite 1000 Southern Trust Bldg., 682 Cherry St., Macon, Georgia 31201
Planning Office 478-751-7460 Zoning Office 478-751-7450 Fax 478-751-7448

PERMIT NO: 09-0572 **DATE OF ISSUE:** 4/20/2009
ISSUED TO: FAMBRO, CARL G/FRANCARS INC
OWNERS NAME: MERCER UNIVERSITY
PROPOSED USE: RESTAURANT W/ALCOHOL (FRANCARS BUFFALO WINGS)
ADDRESS OF PROPOSED USE: 1365 LINDEN AVE

EXISTING BUILDING	IN CITY
MAP NO: 4053	DISTRICT: C-1
CODE: 04/50	LOT: 2901

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS:

As per application and Commission approval on 4-13-09, approval is granted for alcohol consumed on premises at an existing restaurant in an existing commercial building. Outdoor seating is also approved by this permit. No change in signage authorized by this permit. Subject to requirements of inspections and fees and business license offices and all applicable local, state, and federal regulations.

NOTE: IF CONSTRUCTION OR USE IS NOT BEGUN BY 10/20/2009, THIS PERMIT IS NULL AND VOID.

APPROVED BY: JaRanda Doveton

NOTE: This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, City of Macon or Bibb County Building Inspector, and any other governmental agency whose regulations may be applicable. Care should be given to comply with any deed restrictions applicable to the above property as the Macon-Bibb County Planning and Zoning Commission does not authorize the violation thereof nor can it be held responsible for said violation.

The Macon-Bibb County Planning and Zoning Commission assumes no responsibility for correct location of property lines. It is the responsibility of the applicant to insure proper placement of any structures on the premises.

All construction or use relating to this permit must strictly comply with site plans or other plans submitted to the Macon-Bibb County Planning and Zoning Commission and on file in its office. This permit expires six months from date issued unless construction or use is begun.

THIS CERTIFICATE OF ZONING COMPLIANCE MUST BE POSTED.

**GEORGIA
CORPORATIONS DIVISION****GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER**[HOME \(\)](#)**BUSINESS SEARCH****BUSINESS INFORMATION**

Business Name: **FRANCAR'S, INC.** Control Number: **K301939**
Business Type: **Domestic Profit Corporation** Business Status: **Active/Compliance**
Business Purpose: **NONE**
Principal Office Address: **1365 Linden Ave, Macon, GA, 31201** Date of Formation / Registration Date: **1/19/1993**
State of Formation: **Georgia** Last Annual Registration Year: **2023**

REGISTERED AGENT INFORMATION

Registered Agent Name: **FAMBRO, CARL G.**
Physical Address: **1365 LINDEN AVENUE, Macon, GA, 31201, USA**
County: **Bibb**

OFFICER INFORMATION

Name	Title	Business Address
CARL G FAMBRO	CEO	1365 Linden Avenue, Macon, MACON, GA, 31201, USA
SHARON FAMBRO	Secretary	1365 Linden Avenue, MACON, GA, 31201, USA
SHARON FAMBRO	CFO	1365 Linden Avenue, MACON, GA, 31201, USA

[Back](#)[Filing History](#)[Name History](#)[Return to Business Search](#)

Type or print clearly**A separate copy of this form must be completed for each individual who has a disclosable interest in the business. (See Instructions).****Business:**Trade Name: FRANCE'S BUFFALO WINGSName of Corporation: FRANCIS INCIf publicly traded, Stock Symbol and Name of one Listing Exchange: N/A**Individual:**Name and Title: STACOWE FAMBRO OFFICER**Type of Entity – Match Numbers to Interests Below**

☐ Sole Proprietorship – 1	☐ (General) Partnership – 2	☐ Limited Partnership (LP) – 2, 3
☐ Limited Liability Partnership (LLP) – 2	☐ Limited Liability Limited Partnership (LLLP) – 2, 3	☐ Limited Liability Company (LLC) – 4, 5
☒ Privately Held Corp./Company – 6, 7	☐ Publicly Traded Company – 6	☐ Other – 8

Interest in Business:**Check the Applicable Description**

1. ☐ Sole Proprietor
2. ☐ General Partner holding _____ % of all outstanding general partnership interests
3. ☐ Limited Partner holding _____ % of all outstanding partnership interests
4. ☐ Managing Member; Total number of Managing Members: _____
5. ☐ Member holdings _____ % of all outstanding membership interests
6. ☒ Corporate Officer
7. ☒ Shareholder holding 0 % of all outstanding ownership interests
8. ☐ Other person exercising operational authority over the entity

Type or print clearly**A separate copy of this form must be completed for each individual who has a disclosable interest in the business. (See Instructions).****Business:**Trade Name: FRANCIS BUFFALO WINGSName of Corporation: FRANCIS INCIf publicly traded, Stock Symbol and Name of one Listing Exchange: N/A**Individual:**Name and Title: CARL G. FAMBRO SR**Type of Entity – Match Numbers to Interests Below**

☐ Sole Proprietorship – 1	☐ (General) Partnership – 2	☐ Limited Partnership (LP) – 2, 3
☐ Limited Liability Partnership (LLP) – 2	☐ Limited Liability Limited Partnership (LLLP) – 2, 3	☐ Limited Liability Company (LLC) – 4, 5
☒ Privately Held Corp./Company – 6, 7	☐ Publicly Traded Company – 6	☐ Other – 8

Interest in Business:*Check the Applicable Description*

1. ☐ Sole Proprietor
2. ☐ General Partner holding _____ % of all outstanding general partnership interests
3. ☐ Limited Partner holding _____ % of all outstanding partnership interests
4. ☐ Managing Member; Total number of Managing Members: _____
5. ☐ Member holdings _____ % of all outstanding membership interests
6. ☒ Corporate Officer
7. ☒ Shareholder holding 100 % of all outstanding ownership interests
8. ☐ Other person exercising operational authority over the entity

Alcohol Handler's License

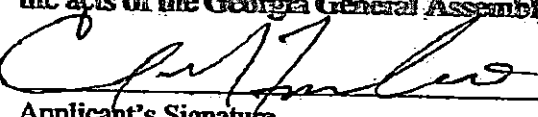
APPLICANT INFORMATION

First Name: CALL

Last Name: FAMBAO

CERTIFICATION

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.


Applicant's Signature

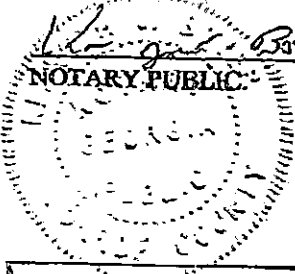
14 JUL 23
Date

I hereby certify that CALL C FAMBAO signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 14 day of JUL, 2023

Kenneth Johnston Boyer
NOTARY PUBLIC
Monroe County, Georgia
My Commission Expires 6/23/2026

MY COMMISSION EXPIRES


NOTARY PUBLIC

Application Processed by: _____

License Number #: _____



CERTIFICATE OF COMPLETION

This certifies that

Carl Fambro

is awarded this certificate for

TIPS On-Premise Alcohol Server Training



Hours
3.00



Completion Date
05/30/2023



Expiration Date
05/29/2026



Certificate #
ON-000125904945

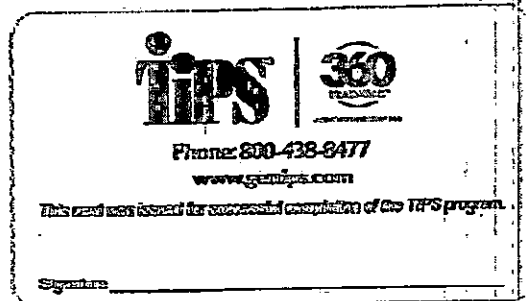
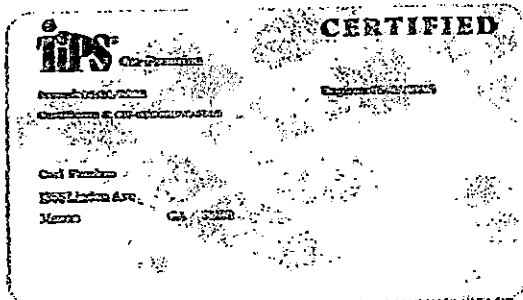
Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 305 | Austin, TX 78746 | 877.681.2233 | www.360training.com

(CUT HERE)

(CUT HERE)





Carl Fambro



AH001039

ALCOHOL HANDLER

EXP: 12/31/2023

Alcohol Handler's License

APPLICANT INFORMATION

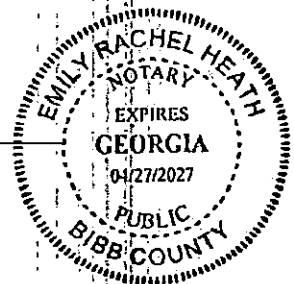
First Name: SHARONLast Name: Fambro

CERTIFICATION

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Sharon Fambro
Applicant's Signature7/14/2023
Date

I hereby certify that Sharon Fambro signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 14 day of July, 2023Emily Rachel Heath
NOTARY PUBLIC04/27/27
MY COMMISSION EXPIRES

Application Processed by: _____

License Number #: _____



A BECHTEL COMPANY

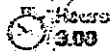
CERTIFICATE OF COMPLETION

This certifies that

Sharon Fambro

is awarded this certificate for

TIPS On-Premise Alcohol Server Training



Hours
3.00



Completion Date
07/09/2023



Expiration Date
07/07/2025



Certificate #
OK-600023023340

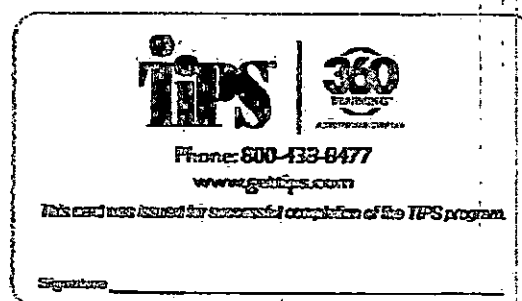
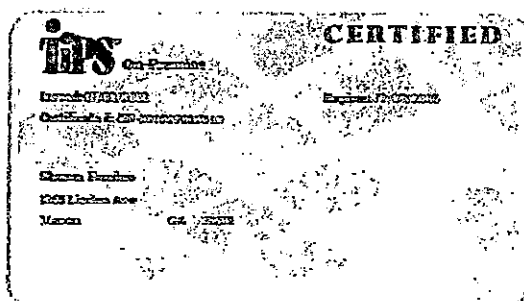
Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

5000 Plaza on the Lake, Suite 385 | Austin, TX 78746 | 877.881.2235 | www.360training.com

(CUT HERE)

(CUT HERE)





Sharon Fambro



AH001038

ALCOHOL HANDLER

EXP: 12/31/2023

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into as of the 13th day of December, 2022 (the "Effective Date") by and between **THE CORPORATION OF MERCER UNIVERSITY**, a nonprofit corporation organized and existing under the laws of the State of Georgia (hereinafter referred to as "Lessor") and **CARL AND SHARON FAMBRO d/b/a FRANCAR'S BUFFALO WINGS** (hereinafter referred to as "Lessee").

FOR AND IN CONSIDERATION OF the mutual promises and conditions contained in this Lease, and for good and valuable consideration, Lessor and Lessee agree as follows:

1.0. Description of Leased Premises.

1.1. Lessor hereby leases to Lessee and Lessee rents from Lessor that certain space in the commercial building located at 1365-1367 Linden Avenue, Macon, Georgia (the "Building"), said space being shown on that certain floor plan prepared by Britain Thompson Bray Brown, Inc., and being marked as Mercer Properties, 1365/1367 Linden Avenue, Macon, Georgia, Project No. 28-016, a copy of which is attached hereto as Schedule A and incorporated herein by this reference (the "Premises"). The total area of the Premises shall be deemed to be 1,589 usable square feet.

1.2. In addition, Lessee shall have the non-exclusive use of public, common and parking areas, along with others permitted to use them, in accordance with rules and regulations as prescribed from time to time by Lessor.

2.0. Term.

2.1. This Lease shall be fully effective on the Effective Date. The Lessee shall have and hold the Premises for a term (the "Initial Term") commencing on the Effective Date, which shall be the date of occupancy of the Premises by Lessee. Unless sooner terminated as herein provided, the Term shall end at 11:59 p.m. on the last day of the Twelfth (12th) full calendar month following the Effective Date (said date being the "Expiration Date").

2.2. Lessor grants Lessee an option to renew this Lease for a period of Twelve (12) months (the "Renewal Term") after the expiration of its Initial Term, on the same terms as this Lease, except that the amount of Rent to be paid by Lessor during the Renewal Term shall be subject to future negotiation between Lessor and Lessee. Any such renewal or extension must be on terms agreeable to both parties. Lessee shall give Lessor written notice of its intention to renew this Lease at least six (6) months prior to the expiration of the Initial Term of the Lease.

3.0. Rent.

3.1. Lessee agrees to pay to Lessor, at the times and in the manner specified in this lease, rent ("Rent") in the amount of Five Hundred Dollars (\$ 500.00) per month. Rent is due on the first (1st) of each month in advance.

Rent received not by the the Tenth (10th) of each calendar month will be considered late. A late fee of Fifty Dollars will apply for all rent paid after the 10th of the month with an additional \$ 2.00 per. day until paid in full for all rent not received by the fifteenth (15th) of the calendar month.

4.0. Use of the Premises.

4.1. The Premises are leased to the Lessee for use in the operation of a Francar's Buffalo Wings restaurant. Lessee agrees not to sublease, or to use the Premises, or to permit their use or the use of any part of them, for any other purpose.

4.2. Lessee will conform to and comply with all of Lessor's rules and regulations and with all applicable municipal, county, state and federal ordinances, laws, rules and regulations in using the Premises.

5.0. Duty to Maintain and Repair.

5.1. By taking possession of the Premises leased under this Lease, Lessee accepts the Premises as being in good sanitary order, condition, and repair. Lessee, at Lessee's sole cost and expense, shall keep the Premises and every part thereof in good condition and repair. Lessee waives all rights to make repairs at the expense of Lessor as provided in any law, statute, or ordinance now or subsequently in effect. Upon the expiration or earlier termination of this Lease, Lessee shall surrender the Premises to Lessor in the same condition as when received, ordinary wear and tear and damage by fire, act of God, or the elements excepted. No representations respecting the condition of the Premises or the Building have been made by Lessor to Lessee except as specifically stated in this Lease.

5.2. Lessor agrees to maintain and keep the exterior walls and roof of the leased Premises in good repair.

6.0. Alterations, Additions, and Improvements.

6.1. Lessee shall not make, or permit to be made, any alterations, additions or improvements in or about the Premises, without first obtaining the written consent of Lessor, which shall not unreasonably be withheld.

6.2. If, during the term of this Lease, any law, regulation, or rule requires that an alteration, addition or other change be made to the demised Premises, the parties agree as follows:

(a) If the alterations, additions, or changes are required as a result of Lessee's use of the Premises, Lessee will make them and bear all expense connected with such alterations, additions, or changes.

(b) If the alterations, additions, or changes are required as a result of the condition or nature of the Premises at the time of execution of this Lease, not caused by use of the Premises by Lessee, and relate to a portion of the Premises which Lessor has agreed to

maintain or repair, Lessor will make them and bear all expense connected such alterations, additions, or changes.

6.3. ~~At the expiration or termination of this Lease, Lessee shall have the right to remove any fixtures which it may have placed on the Premises, provided they can be removed without damaging the Premises and the Premises are restored to their original condition.~~

7.0. Utilities and Services to the Premises.

7.1. Except as specifically set forth below, Lessee agrees to pay before delinquency all charges for water, sewer, gas, heat, electricity, power, telephone, cable television and data service, and other similar charges incurred by Lessee with respect to and during its occupancy of the demised Premises.

7.2. Lessee shall provide interior cleaning, janitorial, and trash collection services for the Premises on a regular basis, as reasonably and customarily required for the operation of a restaurant.

7.3. Lessor shall provide regular cleaning, maintenance, and upkeep for the common areas of the Building, the exterior of the Building, and the property on which it is located, in accordance with Lessor's normal and customary practices on the campus.

8.0. Liability and Insurance.

8.1. ~~Lessee will defend, indemnify and hold harmless Lessor, its governing board, officers, agents and employees from and against any and all claims and liability for injury to persons or damage to property arising out of the negligence of Lessee or its officers, agents or employees, or arising out of the use or occupancy of the Premises by Lessee or its officers, agents or employees. This provision shall survive the termination of this Lease.~~

8.2. Lessee, at Lessee's expense, will carry and maintain in full force and effect during the term of this Lease, and any extension or renewal thereof, comprehensive general public liability insurance with respect to the Premises in an amount of not less than one million dollars (\$1,000,000) for each occurrence and not less than two million dollars (\$2,000,000) in the aggregate, with a carrier and in form acceptable to Lessor. Such policy or policies shall name the Lessor as an additional insured, and Lessee shall deposit copies or certificates of such insurance with Lessor.

8.3. Lessor, at Lessor's expense, will carry and maintain throughout the term of this Lease, with solvent and responsible companies, property insurance with standard "all risk" coverage for the Building and the Premises (including exterior plate glass coverage).

8.4. Lessee will carry such fire and extended coverage insurance upon its property as Lessee deems appropriate or shall otherwise assume full responsibility for loss or damage to its property. Lessor is not obligated to and will not insure Lessee's property.

8.5. Lessee agrees to maintain and keep in force all workers compensation insurance required under the laws of the State of Georgia, and such other insurance as may be necessary to protect Lessor against any other liability to person or property arising under this Lease by

operation of law, whether such law be now in force or adopted subsequent to the execution of this Lease.

8.6. All policies covering real or personal property which either party obtains affecting the Premises shall include a clause or endorsement denying the insurer any rights of subrogation or recovery against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss. Anything in this Lease to the contrary notwithstanding, Lessor and Lessee each hereby waive any and all rights of recovery, claim, action or cause of action, against the other, its agents, servants, partners, shareholders, officers or employees, for any loss or damage that may occur to the Premises or the Building or the real property on which the Building is located, or any personal property of such party therein or thereon, by reason of fire, the elements, or any other cause which is covered or which should be covered by policies of insurance obtained or which should be or have been obtained pursuant to this Lease, to the extent of the injury or loss covered thereby assuming that any deductible shall be deemed to be insurance coverage, regardless of cause or origin, including negligence of the other party hereto, its agents, officers, partners, shareholders, servants or employees.

9.0. Taxes or Assessments.

Any taxes and other assessments which may be levied upon Lessee's interest in the Premises or upon any of Lessee's personal property located upon the Premises shall be paid by Lessee at the time when the same shall be due and payable.

10.0. Assignment and Subletting.

This Lease shall not be assigned, subleased or mortgaged in whole or in part without the written consent of Lessor.

11.0. Signs.

Upon request, Lessee may, at Lessee's own expense, erect and maintain a sign or signs to identify its operations and activities on the Premises; however, the location, type, number, size, style, design and color of such sign or signs shall be first approved in writing by Lessor. Upon the expiration of this Lease, or any renewal or extension, Lessee shall remove such sign or signs and shall repair any damage to the Premises at Lessee's own expense.

12.0. Environmental Covenant.

Lessee hereby covenants and agrees not to conduct nor permit in the Premises either the generation, treatment, storage or disposal of any hazardous substances and materials or toxic substances of any kind as described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6901 *et seq.*), any regulations adopted under these acts, or any other present or future federal, state, county or local laws or regulations concerning environmental protection, and Lessee shall prohibit its assignees, subtenants, employees, agents and contractors (collectively, "Permitees") from doing so; and Lessee shall indemnify, defend and hold Lessor and its agents and lenders harmless from all foreseeable and unforeseeable, direct or consequential losses, costs, damages, liabilities, fines,

prosecutions, judgments, litigation, and expenses, including but not limited to, clean-up costs, court costs and reasonable attorneys' fees actually incurred arising out of any violation of the provisions of this Section 12.0, by Lessee or its Permittees. The indemnity contained in this Section shall survive the termination of this Lease.

13.0. Non-Waiver, Time of Essence.

The failure of either party to exercise any of its rights under this Lease for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise. Time shall be of the essence with respect to all of Lessor's and Lessee's obligations under this Lease.

14.0. Binding on Successors and Assigns.

This Lease shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties.

15.0. Entire Agreement; Usufruct.

This Lease, with its Schedules, constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. Any amendment hereof must be in writing signed by both parties. This Lease shall create the relationship of landlord and tenant between Lessor and Lessee; no estate shall pass out of Lessor, and Lessee has only a usufruct which is not subject to levy and sale.

16.0. Headings.

The paragraph headings in this Lease are used only for ease of reference and do not limit, modify, construe or interpret any provision of this Lease.

17.0. Quiet Enjoyment.

On payment of the Rent and performance of the covenants and agreements hereunder, Lessee shall peaceably have and enjoy the Premises and all of the rights, privileges and appurtenances granted, subject, nevertheless, to all matters of record.

18.0. Governing Law.

This Lease shall be governed, interpreted and construed in accordance with the laws of the State of Georgia, which shall also be the forum for any proceeding or suit in law or equity arising from or incident to this Lease.

[Signatures appear on following page]

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Lease under seal on the dates set forth below, but effective as of the Effective Date.

LESSOR:

**THE CORPORATION OF MERCER
UNIVERSITY**

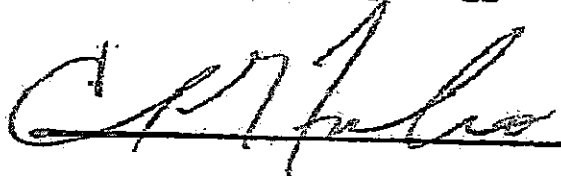

Name: **James S. Neffert**
Title: **Executive Vice President for
Administration and Finance**

Date Executed by Lessor:

12/13/2022

LESSEE:

**CARL AND SHARON FAMBRO d/b/a
FRANCAR'S BUFFALO CS**



12/13/2022

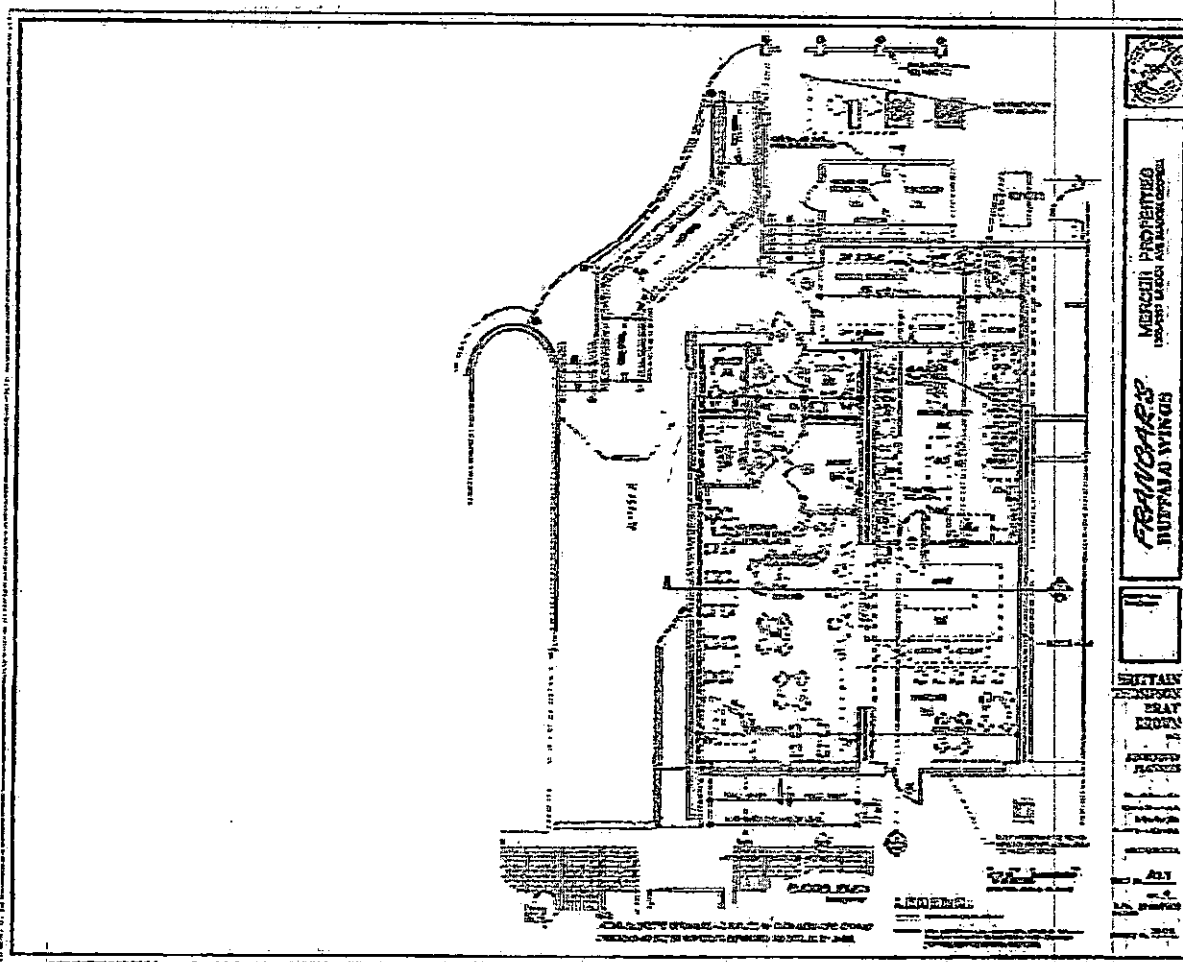
Date Executed by Lessee:

SCHEDULE A

**Brittain Thompson Bray Brown, Inc.
Mercer Properties – 1365/1367 Linden Avenue, Macon, Georgia**

Francar's Buffalo Wings

Project No. 28-016



Agent Certification

The undersigned certify that the information contained in this application and accompanying documentation is true and correct, and that the Agent named herein has directorial authority over the operations of the business to be licensed. The undersigned further agree to abide by, observe, and conduct the licensed business according to all county ordinances and state laws and regulations in respect thereof, and understand that the Agent named herein may be held personally responsible for violations of County Alcohol Code committed by others at the Agent's direction, or with the Agent's knowledge.

Agent's Signature: Carl C. Franklin Date: 14 JUL 23

Business Name: FRANCIS'S BUFFALO WINES

I hereby certify that Carl C. Franklin (Agent) signed his/her name to the foregoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 14 day of July, 20 23

Kenneth Johnston Boyer
NOTARY PUBLIC

Kenneth Johnston Boyer
NOTARY PUBLIC
Monroe County, Georgia
My Commission Expires 5/23/2026

MY COMMISSION EXPIRES

Owner/Individual Certification

I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Individual/Owner's Signature: Carl C. Franklin Date: 14 JUL 23
(If different from Agent)

Title: OWNER

Business Name: FRANCIS'S BUFFALO WINES

I hereby certify that Carl C. Franklin (Applicant) signed his/her name to the foregoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 14 day of July, 20 23

Kenneth Johnston Boyer
NOTARY PUBLIC

Kenneth Johnston Boyer
NOTARY PUBLIC
Monroe County, Georgia
My Commission Expires 5/23/2026

MY COMMISSION EXPIRES

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: FRANCIS BUFFALO WINES

Business Address: 1365 LINDEN AVE MACON, GA 31201

Instructions:

This form must be completed for each new license or renewal license application for locations selling beer or wine or both, but not distilled spirits, by the package to go.

If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.

If you are selling alcohol by the package to go, please read the definitions below and check the box next to the definition which best matches how the business is currently operated or expected to operate under this license. Any intentional failure to identify or misrepresentation on this form may be grounds for denial or revocation of any license issued to you.

Definitions:

- ☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products: at least five different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.
- ☐ **Gas Station:** a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.
- ☐ **Grocery Store:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

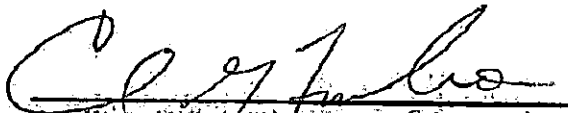
☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under \$10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.

☐ **Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.

☐ **Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.

☐ **Other Small Box Retail Store:** a retail store that meets each of the following criteria: 1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.

☒ **Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.


Applicant/Agent Signature

19 JUL 2027
Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

This form must be completed for each new license application for locations selling alcohol by the package to go or operating as a bar or nightclub.

Pursuant to Sec. 4-1 of the Macon-Bibb County Code of Ordinances,

1. Bar shall mean any business that derives 75 percent or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises, in accordance with O.C.G.A. § 3-1-2;
2. Nightclub shall mean any business which:
 - Directly or indirectly charges patrons for admission;
 - Is licensed under this Chapter for the sale of alcoholic beverages for consumption on premises;
 - Provides entertainment using amplified sound; including, without limitation, the playing of pre-recorded music through amplified sound by a DJ or emcee or similar person; the playing of live analog, electronic, or digital musical instruments; the presentation of live human speech or dialogue through amplified sound; or any combination of the above;
 - Which does not provide a number of seats suitable for the viewing of such entertainment greater than or equal to the number of patrons present; and
 - Which does not earn at least fifty percent of its annual gross revenues from the sale of prepared meals or the letting of rooms for overnight stay.

If you are selling alcohol by the package to go or operating a bar or nightclub you must:

1. *install security cameras in your business that meet the requirements below;*
2. *call the Code Enforcement Department Office at 478-803-0470 to schedule an appointment to have an inspection of the security camera system;*
3. *show the inspector that the security camera system meets the requirements below; and*
4. *have the inspector sign this form approving the security camera system.*

If you are not operating as a bar or nightclub or selling alcohol by the package to go, simply check the box on this form for "Exempt" and sign at the bottom.

Pursuant to Sec. 4-40 of the Macon-Bibb County Code of Ordinances,

1. Any establishment selling alcoholic beverages by the package to go must install security cameras, which are, at a minimum, of sufficient quantity, quality, and positioning so as to capture the face and clothing of any person entering into the establishment through any public entrance; or making any purchase from the establishment.
2. Any establishment licensed to sell any alcoholic beverage for consumption on premises, which is operating as a bar or nightclub, is hereby required to install security cameras, which must, at a minimum, be of sufficient quantity, quality, and positioning so as to capture the face and clothing of persons entering into said establishment through any public entrance

Security Camera Compliance Verification Form
Rev. March 2021
Page 1 of 2

- thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.
3. A digital security camera system shall be deemed to be "of sufficient quality" of and only if each camera required under this Section meets the following criteria:
- It is capable of producing an image with a 1080p High Definition (1920 x 1080 pixels) resolution or greater at a minimum frame rate of 15 frames per second;
 - It is maintained in a state of being free of dust or debris that would interfere with the quality of the image being produced; and
 - It is capable of operating in the actual interior or exterior lighting conditions that are present during all operations and times of operation for the establishment, and of producing a clear image of the face and clothing of the persons described in this Section in all such lighting conditions.
4. Such cameras meeting the requirements of this Section must be capable of producing a retrievable image on film, tape, or other suitable digital format that can be made a permanent record and that can be enlarged through projection or other means. Cameras meeting the requirements of this Section shall be maintained in proper working order at all times and shall be subject to periodic inspection by the Sheriff.
5. Establishments required under this Section to install security cameras shall maintain all video images captured thereby for a period of at least thirty days from the date of image capture.
6. The failure to have or maintain security cameras in good working condition, with sufficient backup storage as to permit the retrieval of images as required by this Section shall be a violation of this Section and shall be punishable in accordance with the general provisions of Section 1-6 of this Code, as well as by any adverse action against the alcohol licensure of such business, up to and including the revocation or denial of all existing alcohol licenses held by such licensee.

Business Name: FRANCH'S BUFFALO WINGS

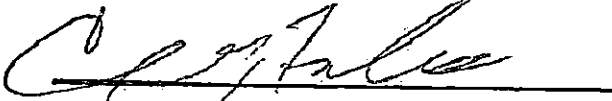
Business Address: 1365 Linda Ave Macon, GA 31204

I hereby certify that on this date, I have inspected the security camera and image retrieval system located at the above business and found it to be in compliance with the requirements of Sec. 4-40 of the Macon-Bibb County Code of Ordinances, as stated hereon.

Code Enforcement Department Designee

Date

☒ **Exempt:** Check this box if you are not licensed, not applying for package to go license, or not operating as a bar or nightclub.


Applicant/Agent Signature

15 JUL 20
Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.

Sharon Laven Fambro

Print Name

Sharon Laven Fambro

Date

Signature

Rev. 9/2020

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.



Print Name

15 JUL 23

Date

Signature



Alcohol License Questionnaire

Name of Business: FRANCIS BEGAZO WINE
 Owner's Name: FAMGO, CARL G. SR.
 Address: 1365 Linden Ave
MACON, GA 31201

1. Do you own or are you leasing your business location? ☐ Own ☒ Lease

2. If you purchased the building, what was the final sale price as reflected in public records? \$ 100K

3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?

Please circle one: Relation, see below

No Relation

4. If you are leasing the building, will your landlord be involved in the day to day business operations? ☐ Yes ☒ No

5. Was the previous operator at this location in any legal or regulatory trouble with local government, state government, law enforcement, or the Georgia lottery in the year prior to the transfer to your business? ☐ Yes ☒ No

6. Will the previous operator or any family member of the previous operator remain involved in the day to day business operations? ☐ Yes ☒ No

7. Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction? ☐ Yes ☒ No

CARL G. FAMGO
 Printed Name of person completing form

[Signature]
 Signature of person completing form

15 JUL 23
 Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

This form must be completed by any bar or nightclub operating with an alcohol license which allows or requires security personnel to carry firearms while working. The form shall be submitted upon applying or renewing any license to sell alcohol on the premises. This form is not required for businesses employing certified peace officers in good standing with the Georgia Peace Officer Standards and Training Counsel. Applicants applying for special events which employ armed security personnel are required to submit this form.

Pursuant to the licensing requirements of Sec. 4-550 of the Macon-Bibb County Code of Ordinances, attach the following documentation to this form prior to submission:

1. A copy of the applicant's valid private security business license, issued by the Georgia Board of Private Detective and Security Agencies.
2. A list containing the names and dates of birth of all persons who will be working as armed security personnel at the applicant's place of business or special event location. Use the attached form.

NOTE: IT IS A VIOLATION TO ALLOW ANY PERSON NOT LISTED TO WORK AS AN ARMED SECURITY PERSONNEL WITHOUT FIRST SUBMITTING AN UPDATED COPY OF THIS FORM TO THE TAX COMMISSIONER'S OFFICE. PENALTIES FOR VIOLATING THIS RULE MAY INCLUDE THE LOSS OF YOUR ALCOHOL LICENSES.

3. A copy of a valid private security license from the Georgia Board of Private Detective and Security Agencies for each person named who will be working as armed security personnel at the applicant's place of business or special event location.

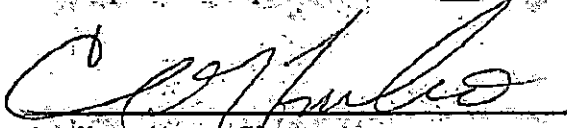
If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: FRANCIS BUFFALO WINGS

Business Address: 1365 Linden Ave Macon, GA 31201

☒ **Exempt:** Check this box if you certify that you will not hire any armed security personnel or that you are not operating as a bar or nightclub.

Does your business derive 75% or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises? ☐ YES ☒ NO


Applicant/Agent Signature

15 JUL 23
Date

Armed Security Personnel Required Training Compliance Form
Rev. July 2021
Page 1 of 2

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

*Please list every individual who may be working as armed security personnel at your bar or nightclub. Certified peace officers do not need to be listed and may be added in the future without updating this list. If you hire anybody in the future to work as armed security personnel at your bar or nightclub, this list **MUST** be updated to include that person before they are allowed to carry a firearm while working at your business. Use additional copies of this sheet if necessary.*

IF ANY PERSON NOT ON THIS LIST IS FOUND TO BE WORKING AS ARMED SECURITY PERSONNEL AT YOUR BAR OR NIGHTCLUB, THEN YOU MAY BE SUBJECT TO PENALTIES OF UP TO \$1000 PER VIOLATION AND UP TO 6 MONTHS IN JAIL, AS WELL AS THE LOSS OF ALL ALCOHOL LICENSES ISSUED TO YOU WITHIN MACON-BIBB COUNTY.

1.			
	Name	Date of Birth	GBPDSA Private Security License #
2.			
	Name	Date of Birth	GBPDSA Private Security License #
3.			
	Name	Date of Birth	GBPDSA Private Security License #
4.			
	Name	Date of Birth	GBPDSA Private Security License #
5.			
	Name	Date of Birth	GBPDSA Private Security License #
6.			
	Name	Date of Birth	GBPDSA Private Security License #
7.			
	Name	Date of Birth	GBPDSA Private Security License #
8.			
	Name	Date of Birth	GBPDSA Private Security License #
9.			
	Name	Date of Birth	GBPDSA Private Security License #

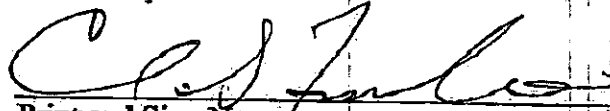
Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: FRANERO, CARL OWNER
2. Name of the subject of this Certificate, if different from the applicant:
FRANER'S BUFFALO WINGS
3. Benefit or privilege for which the applicant is applying (mark one):

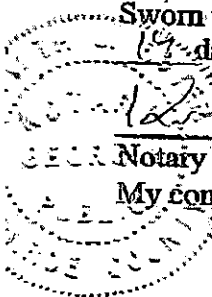
☐ Building Permit	☐ Plot Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Raffle License (Any other than alcohol)	☐ Raffle Application	☐ Competitive Contract Bid or Request
☐ Non-Competitive Contract over \$25,000	☐ Registering to Bid on Real Property	☐ Other	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.
- _____
- _____
- _____

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.


Print and Sign Name
CARL C. FRANERO

Sworn to and subscribed before me this
16th day of July, 2023.

 Notary Public
My commission expires:

Kenneth Johnston Boyer
NOTARY PUBLIC
Monroe County, Georgia
My Commission Expires 5/23/2026

Page 2 of 2

Rev. April 2022
See O-22-0011

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Sharon Laven Fambro

2. Name of the subject of this Certificate, if different from the applicant:

FRANCIS BUFFALO WING

3. Benefit or privilege for which the applicant is applying (mark one):

☐ Building Permit	☐ Plot Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property	☐ Other:	

4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

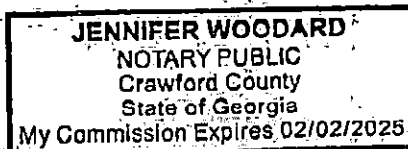
Sharon L Fambro
Print and Sign Name

Sworn to and subscribed before me this

19 day of July, 2023.

Jennifer Woodard
Notary Public

My commission expires:





Macon-Bibb County Certificate of Good Standing

1. Name of the applicant: Carl G. Fambro, Owner Francar's, Inc.
2. Name of the subject of this Certificate, if different from the applicant:
The Corporation of Mercer University
3. Benefit or privilege for which the applicant is applying: Alcohol License (Any)
4. If the subject is an individual, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of 25% or more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.
The affairs of The Corporation of Mercer University are managed and controlled by its Board of Trustees.

5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent on the payment of any ad valorem property taxes due to the Macon-Bibb County Government. I understand that giving false, incomplete, or inaccurate information on this Certificate may result in the denial of any privilege the applicant is applying for, as well as the revocation of any privilege previously granted by Macon-Bibb County, and may constitute the crimes of false writing or false swearing, which carry a penalty of up to five years in prison and up to a \$1,000 fine.

Print and Sign Name

James S. Netherton, Ph.D.
Executive Vice Pres Admin & Finance

Sworn to and subscribed before me this
28 day of July, 2023.

[Signature]
Notary Public

My commission expires: 2/12/2024





Tax Commissioner's Office
188 Third Street
Macon, Georgia 31201

Reviewed By: _____

OFFICE USE ONLY

ALCOHOL APPLICATION

Applicant Name: Carl Fambro fingerprinted 07/31/23 Sharon Fambro fingerprinted 07/31/23

Business Name: Francar's Inc dba Francar's Buffalo Wings

Business Address: 1365 Linden Avenue, Macon, GA 31201

After investigation, I recommend that the license requested herein be:

Granted Sheriff Davis 9/7/2023
EDD2F5E165414BA
 Sheriff, Macon-Bibb County, Georgia Date

Denied _____
 Sheriff, Macon-Bibb County, Georgia Date

After investigation, I recommend that the license requested herein be:

Granted _____
 Mayor, Macon-Bibb County, Georgia Date

Denied _____
 Mayor, Macon-Bibb County, Georgia Date

After investigation, I recommend that the license requested herein be:

Granted  _____
 Clerk of the Macon-Bibb County Commission, Georgia Date

Denied  _____
 Clerk of the Macon-Bibb County Commission, Georgia Date



Tax Commissioner's Office
188 Third Street
Macon, GA 31201

Review Form

The attached application is a petition to Macon-Bibb County for an Alcoholic Beverage License.

The following required documents are included in the application:

- ☐ Signature form
- ☐ BSO Recommendation letter
- ☐ Proof of Planning and Zoning compliance
- ☐ Affidavit from the Macon-Bibb County Engineer's Department
- ☐ Affidavit from the Macon Telegraph Newspaper

Legal Review 9/15/2023 (Date)  (Initials)

Comments

Reviewed by legal 9/15/23. Legal recommends approval.

Initials

 Stephanie Freeman, Administrative Office Specialist



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AMEND CHAPTER 19 OF THE MACON-BIBB COUNTY CODE OF ORDINANCES TO ALTER REQUIREMENTS RELATED TO LEASING REAL PROPERTY; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, Chapter 19 of the Macon-Bibb County Code of Ordinances (the “Code”) governs government purchasing, contracts, and the disposition of property; and

WHEREAS, the County desires to amend the provisions related to leasing real property to increase leasing efficiency on the part of the County and to provide for new mandatory lease provisions to protect the interests of the County; and

WHEREAS, a copy of the affected Code sections is attached hereto as Exhibit A, and incorporated herein by reference, with markup indicating the changes made thereto; and

WHEREAS, the Macon-Bibb County Commission finds that this Ordinance is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission and it is hereby so ordained by the authority of the same that:

Section 1.

Subsection 19-10(a)(4) of Chapter 19 of the Macon-Bibb County Code of Ordinances is hereby repealed in its entirety, and replaced with the following:

Sec. 19-10. Macon-Bibb County contracts; authority to sign; procedure.

- (a) Notwithstanding any other provision of this chapter, no contract with Macon-Bibb County shall be binding on Macon-Bibb County unless, at a minimum, the following requirements are fulfilled:

...

(4) No contract for the sale, exchange, lease of real estate from a third party, or purchase of real estate shall be valid without approval by resolution of mayor and commission unless otherwise provided in this Code. No contract for the lease or use of County-owned real estate to a third party in excess of an annual amount of twenty-four thousand dollars (\$24,000.00) shall be valid without approval by resolution of mayor and commission unless otherwise provided in this Code. The Mayor is authorized to execute lease agreements of County-owned real estate to third parties for less than or equal to an annual amount of twenty-four thousand dollars (\$24,000.00), all easements on County-owned property, and County-owned facility or right-of-way rentals to third parties for less than two months duration without approval by resolution.

Section 2.

Section 19-11 of Chapter 19 of the Macon-Bibb County Code of Ordinances is hereby repealed in its entirety, and replaced with the following:

Sec. 19-11. Leasing municipal property.

- (a) There shall be no entry into possession of any Macon-Bibb County owned premises which is the subject of any proposed lease with Macon-Bibb County until such lease is fully authorized and executed as required by this Code.
- (b) All tenants of leased Macon-Bibb County-owned real estate shall abide by all terms, conditions and covenants contained in the lease agreement. Upon first knowledge by Macon-Bibb County of the failure of any tenant to abide by such terms, conditions or covenants, Macon-Bibb County shall give a written notice to the tenant of the lease agreement violation and that the tenant must cease and desist from committing the lease agreement violations within a period often (10) days or any longer period which may be specified by the applicable lease agreement. Upon the tenant's failure to present evidence that no provision of the lease agreement has been violated or, alternatively, to cease and desist from continuous violations of the lease agreement, the mayor shall initiate the appropriate legal process to terminate the lease agreement and remove the tenant from the premises. If the tenant takes corrective action acceptable to Macon-Bibb County within the grace period, then the possession of the leased premises

shall continue, per the terms of the lease agreement. However, a second violation of the same lease provision during the balance of the lease period shall not be curable, but shall result in the initiation of the appropriate legal process to terminate the lease agreement and remove the tenant from the premises.

- (c) No exceptions to the provisions of this section shall be permitted without the approval of Macon-Bibb County commission by resolution. After the effective date of the ordinance from which this section is derived, all new lease agreements entered into by Macon-Bibb County shall contain a paragraph adopting by reference the provisions of this section.

Section 3.

The Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Ordinance and are hereby incorporated by reference into this provision.

Section 4.

(a) It is hereby declared to be the intention of the Macon-Bibb County Commission that all sections, paragraphs, sentences, clauses, and phrases of this Ordinance are and were, upon their enactment, believed by the Macon-Bibb County Commission to be fully valid, enforceable, and constitutional.

(b) It is hereby declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Chapter is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Macon-Bibb County Commission that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Macon-Bibb County Commission that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs, and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 5.

All Ordinances and Resolutions, or parts thereof, in conflict with this Ordinance are, to the extent of such conflict, hereby repealed..

Section 6.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 7.

The Commission hereby grants the Mayor and all other proper officers and agents of the County the authority to take any and all further actions necessary to carry out the intents and purposes of this Ordinance.

Section 8.

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 9.

This Ordinance shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval. Pursuant to Section 14 of the Charter, the Mayor may also disapprove or reduce any item or items of appropriation with respect to this Ordinance, and the item or items disapproved shall not become law unless subsequently passed into law over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

(SIGNATURES ON FOLLOWING PAGE)

SO ORDERED AND ORDAINED this _____ day of _____, 2023.

LESTER M. MILLER, MAYOR

ATTEST:

JANICE S. ROSS, CLERK OF COMMISSION

[SEAL]

Q:\ORD MACON-BIBB\2023 Miller Amending Chapter 19 - Lease Requirements 8-28-23.Docx



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE A BUDGET AMENDMENT TO REFLECT EXPECTED REVENUE AND TO APPROPRIATE SUMS FOR THE OPERATION OF THE FIXED BASE OPERATOR (“FBO”) AT THE MIDDLE GEORGIA REGIONAL AIRPORT; TO AMEND THE MACON-BIBB COUNTY ORGANIZATIONAL CHART TO ADD MULTIPLE POSITIONS TO THE AIRPORT/AVIATION DEPARTMENT; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 20, 2023, the Macon-Bibb County Commission (the “Commission”) did by ordinance O-23-0036 adopt the FY 2024 Budget, said ordinance having become effective on July 1, 2023; and

WHEREAS, various budget amendments are necessary to conduct the affairs of Macon-Bibb County and to implement the policies of the governing body;

WHEREAS, Macon-Bibb County will be taking over the operation of the Fixed Base Operator (“FBO”) at the Middle Georgia Regional Airport; and

WHEREAS, in order to operate the FBO, certain budget amendments are necessary to reflect the expected revenue and to appropriate monies to certain expected expenditures; and

WHEREAS, a copy of the proposed budget for the FBO is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Macon-Bibb County Organizational Chart must also be amended to add positions to the Airport Department for the operation of the FBO; and

WHEREAS, a copy of the revised organizational chart for the Airport Department and copies of the proposed job descriptions for the newly created positions are attached hereto and incorporated herein as Exhibit B; and

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission, and it is hereby so ordained by the authority of the same as follows:

Section 1.

The Macon-Bibb County Commission hereby approves the amendments to the budget, both revenue and expenses, reflected in Exhibit A. Each expenditure listed in Exhibit A is hereby appropriated for the purposes specified, to the legal level of control.

Section 2.

The Commission hereby orders that the Organizational Chart for the Macon-Bibb County Airport or Aviation Department be amended for the purposes of adding new positions as reflected in Exhibit B. The new positions shall be assigned to the following grades and salary ranges on the current Macon-Bibb County pay scale:

Description	Grade	Min	Max
Fixed Base Operator Manager	NS228	\$87,101.23	\$139,013.17
Finance & Inventory Manager	NS218	\$53,146.23	\$85,342.03
Quality Ctrl Manager/Line Tech	NS218	\$53,146.23	\$85,342.03
Line Tech	NS208	\$32,827.54	\$52,392.61
Line Tech	NS208	\$32,827.54	\$52,392.61
Line Tech	NS208	\$32,827.54	\$52,392.61
Line Tech	NS208	\$32,827.54	\$52,392.61
Line Tech	NS208	\$32,827.54	\$52,392.61
Line Tech (PT)	201		
Line Tech (PT)	201		
Customer Service Coordinator	NS210	\$36,192.36	\$57,762.85
Customer Service Rep (PT)	201		

The Macon-Bibb County Government Personnel Policies and Procedures Manual is hereby amended by approving and adopting the Organizational Chart for the Macon-Bibb Airport Department, attached hereto as Exhibit B, which shall be included as part of Section 10.01 of the Personnel Policies and Procedures Manual.

Section 3.

The Mayor and all other proper officers and agents of the County are authorized and directed to negotiate and execute such contracts or other documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 4.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

Section 5.

All Ordinances and Resolutions, or parts thereof, in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 6.

The Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Ordinance and are hereby incorporated by reference into this provision.

Section 7.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 8.

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 9.

This Ordinance shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval. Pursuant to Section 14 of the Charter, the Mayor may also disapprove or reduce any item or items of appropriation with respect to this Ordinance, and the item or items disapproved shall not become law unless subsequently passed into law over

the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this _____ day of _____, 2023.

BY:

LESTER M. MILLER, MAYOR

ATTEST:

JANICE S. ROSS, CLERK OF COMMISSION

(SEAL)

Q:\ORD MACON-BIBB\2023 Miller Authorizing Budget And Org Chart Amendments For FBO 9-13-23.Docx

EXHIBIT A

FY24 Proposed Budget	Expenses
521200.028 Prof Services Other	\$30,000.00
522100.004 Cleaning Services Garbage Pickup	\$3,000.00
522200.001 Repairs & Maint Machinery & Equipment	\$15,000.00
522200.002 Repairs & Maint Vehicle-Parts	\$7,000.00
522200.003 Repairs & Maint Vehicle-Labor	\$7,000.00
522200.004 Repairs & Maint Vehicle Outside/Contract	\$20,000.00
522200.01 Repairs & Maint Buildings	\$2,000.00
522300.003 Rentals Copier Lease	\$1,200.00
523100.002 Insurance Property	\$20,000.00
523200.001 Communications Telephone-Landline	\$5,000.00
523200.004 Communications Cell Phone	\$5,000.00
523200.006 Communications Data- Internet/Aircard/DataUsage	\$4,000.00
523200.007 Communications Postage	\$500.00
523300 Advertising	\$2,000.00
523400 Printing & Binding	\$200.00
523700.001 Education & Training	\$10,000.00
523500.001 Travel Hotels/Food/Other	\$ 3,000.00
523600.001 Dues & Fees Professional Organizations	\$500.00
523600.008 Dues & Fees Credit Cards	\$10,000.00
523850.001 Salary and Wages	\$650,000.00
531100.001 Operating Supplies General	\$7,000.00
531100.003 Operating Supplies Office	\$3,000.00
531100.007 Operating Supplies Agricultural	\$0.00
531100.011 Operating Supplies Cleaning & Sanitation	\$2,500.00
531200.001 Energy & Utilities Electricity	\$23,000.00
531200.003 Energy & Utilities Water	\$3,000.00
531200.004 Energy & Utilities Fuel & Lubricants	\$3,400,000.00
531600.001 Small Equip & Improvemts General	\$25,000.00
531700.004 Other Supplies Clothing Allowance	\$13,000.00

Totals \$4,271,900.00

Net Profit

FY24 Proposed Revenues

Fuel Sales	4,268,000
Hangar Rentals	240,000

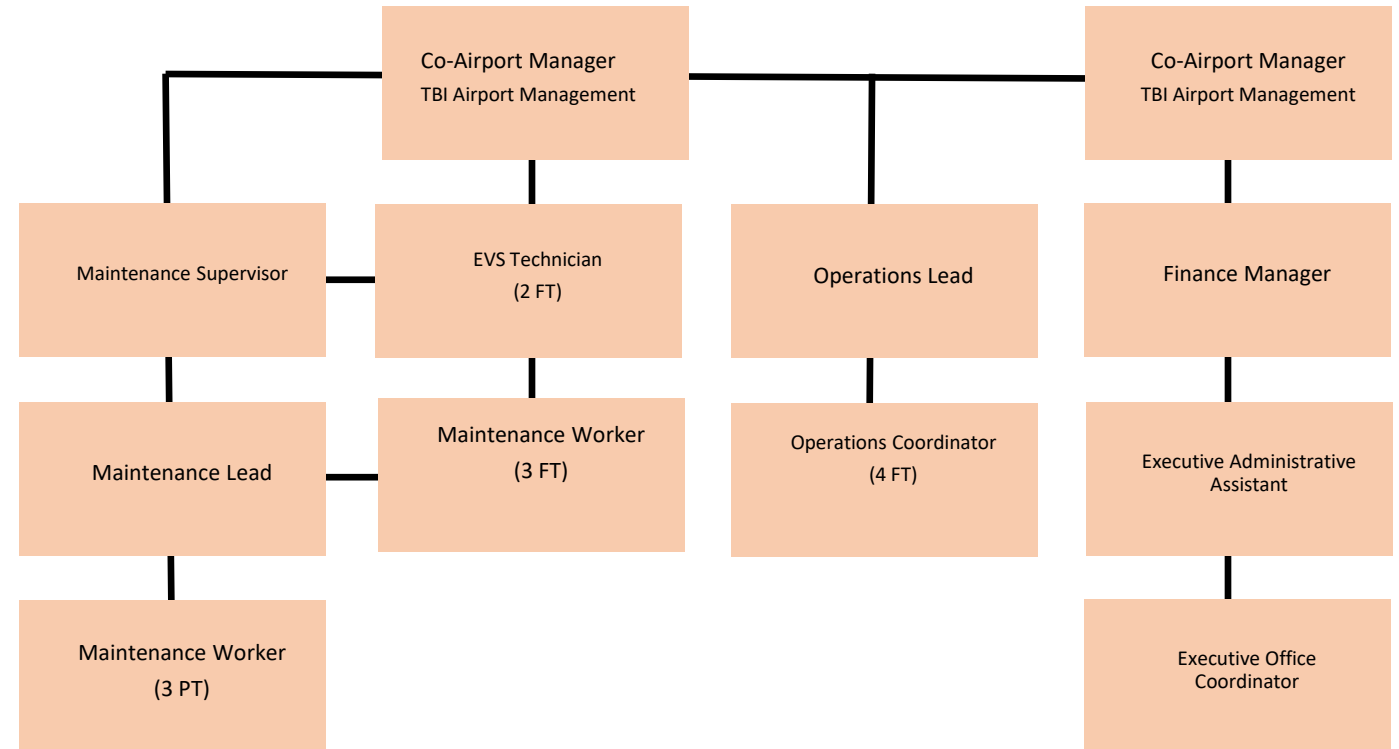
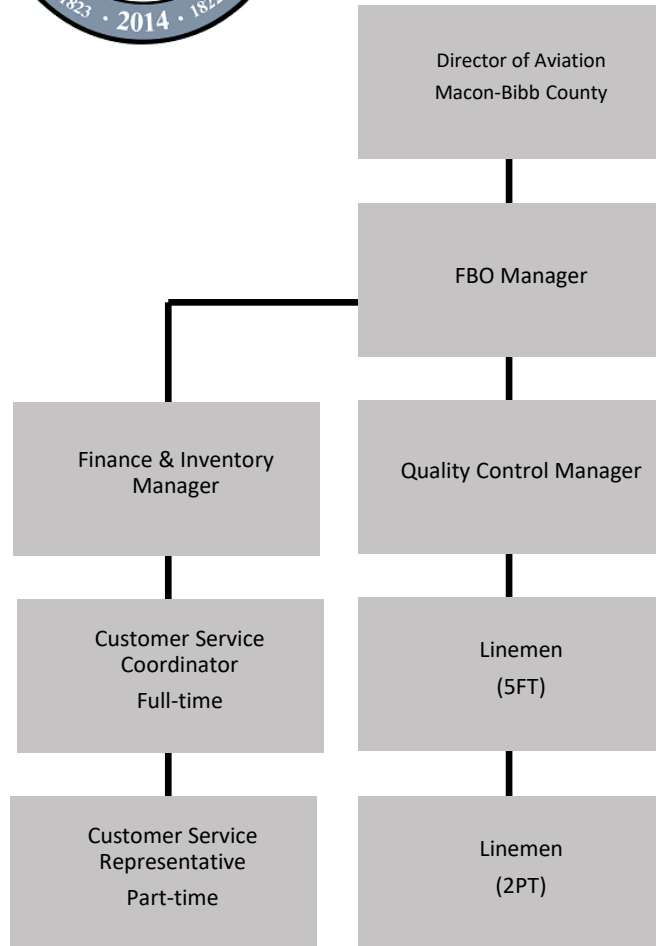
\$4,508,000

\$236,100.00

EXHIBIT B



Airport Organizational Chart





LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AMEND THE MACON-BIBB COUNTY ORGANIZATIONAL CHART TO ADD THE POSITION OF “TRANSPORTATION SAFETY MANAGER” TO THE ENGINEERING DEPARTMENT; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Pedestrian Safety Review Board has advised that it would be in the best interest of Macon-Bibb County to create a Transportation Safety Manager position within the Macon-Bibb County Government; and

WHEREAS, a copy of the proposed job description for the Transportation Safety Manager is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, a copy of the revised organizational chart for the Engineering Department that reflects the addition of the newly-created position is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Macon-Bibb County Commission finds that this Ordinance is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants; and

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission, and it is hereby so ordained by the authority of the same as follows:

Section 1.

It is hereby ordered that the Organizational Chart for the Macon-Bibb County Engineering Department be amended for the purpose of adding the position of the Transportation Safety Manager in accordance with Exhibits A and B, attached hereto and incorporated herein by reference. The new Transportation Safety Manager position shall be assigned to Grade NS220 on

the current Macon-Bibb County pay scale, with a salary range between \$58,947.20 and \$94,089.59 per year.

Section 2.

The Macon-Bibb County Government Personnel Policies and Procedures Manual is hereby amended by approving and adopting the Organizational Chart for the Macon-Bibb Engineering Department, attached hereto as Exhibit B, which shall be included as part of Section 10.01 of the Personnel Policies and Procedures Manual.

Section 3.

The Mayor and all other proper officers and agents of the County are authorized and directed to negotiate and execute such contracts or other documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

Section 4.

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared illegal by the valid judgment or decree of any court of competent jurisdiction, such illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance.

Section 5.

All Ordinances and Resolutions, or parts thereof, in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 6.

The Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Ordinance and are hereby incorporated by reference into this provision.

Section 7.

In the event scrivener's errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Ordinance.

Section 8.

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion

thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 9.

This Ordinance shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval. Pursuant to Section 14 of the Charter, the Mayor may also disapprove or reduce any item or items of appropriation with respect to this Ordinance, and the item or items disapproved shall not become law unless subsequently passed into law over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this _____ day of _____, 2023.

BY:

LESTER M. MILLER, MAYOR

ATTEST:

JANICE S. ROSS, CLERK OF COMMISSION

(SEAL)

*Q:\ORD MACON-BIBB\2023 Miller Authorizing Org Chart Amendment To Add Traffic Safety Manager
Position.Docx*

EXHIBIT A

Macon-Bibb County
Job Description

Job Title: Transportation Safety Manager
Department: Engineering
FLSA Status: Non-Exempt
Reports To: Traffic Engineer
Classification: Full-Time
Revision Date: 7/31/2023

SUMMARY:

The Transportation Safety Manager position falls under the purview of the Traffic Engineer.

The incumbent serves as an expert safety advisor with a focus on preventing traffic fatalities and major injuries among cyclists, pedestrians, motorists, and other users. The successful candidate will be responsible for internal coordination and external outreach for the Transportation Safety Plan, which includes the Safe Systems and Vision Zero initiative, including but not limited to, executing a Vision Zero Work Plan, related transportation safety plans and performance metrics outlining MBC's commitment to safety. The Vision Zero mission is to reach zero traffic-related fatalities by the year 2040, in accordance with the VZ Work Plan.

The Transportation Safety Manager will be expected to achieve results and ensure timely completion of special projects. Principal areas of responsibility include:

- Rigorous analysis of crash data and other traffic safety statistics to identify high crash intersections and corridors, classify risks and trends, and contributing behaviors.
- The incumbent is instrumental in assessing MBC's current integration of the Vision Zero mission into all practices including planning, policy making, project implementation and external affairs.
- Monitors legislative and advocacy efforts and recommends programmatic strategies in response.
- Develops short- and long-range strategic plans for transportation safety, Safe Systems, Vision Zero and participates in long-range strategic planning, process.
- Develops and promotes the mission of Safe systems and Vision Zero internally and externally to ensure that all divisions and constituencies are receiving consistent information on the mission, values, and goals of the program.
- Participates and/or leads complex studies, special projects, and comprehensive evaluations for the Mayor's Office to use in decision making and to effectively direct agency activities as it relates to the Safe Systems and Vision Zero initiative.
- Authors and /or disseminates Safe Systems and Vision Zero information to key staff within the agency so that items of interest and importance receive an appropriate degree of attention and

are acted on in a timely manner. Participates in the development of appropriate response actions, with systematic coordination throughout all phases.

- Reports Safe Systems and Vision Zero data to the Mayor's Office, Commissioners, and other executive leadership. Ensures that data reporting on the Safe Systems and Vision Zero performance standards is timely and accurate. Conducts internal audits, as necessary, to ensure that sufficient processes are in place to guarantee the accuracy of the data being reported.
- Develop and prioritize the delivery of engineering solutions to reduce the severity and incidence of severe and fatal injury crashes
- Coordinate and assist with implementation of traffic safety projects.
- Provide project management to ensure completion within budget and schedule.
- Pursue grant funding to support the implementation of Safe Systems and Vision Zero projects and initiatives
- Collaborate with Safe Systems and Vision Zero partners and stakeholders, and community public health partners
- Develops and maintains coordination and lines of communication with other, MBC offices, Pedestrian Safety Review Board, Federal departments, other stakeholders, advocacy groups and agencies at the local, regional, and national levels as it relates to the Safe Systems and Vision Zero initiative
- Develop and implement traffic safety messaging, prioritizing the delivery of education to high crash corridors, schools, community and senior centers, and neighborhood organizations
- Assist with advocating policies at the State and National level that can have significant influence on improving traffic safety.
- Support the advancement and implementation of safety measures in vehicle and/or other transportation safety technologies that align with the principals of Safe Systems and Vision Zero
- Lead and motivate staff by establishing goals, creating an innovative work environment, maximizing training and development opportunities, and appropriate recognition.
- Plan, implement, operate, and evaluate program activities.
- Participate in and advise the Mayor, Commissioners, administrative staff in developing and administering the VZ Work Plan

- Represent the Mayor in a variety of interdepartmental, intergovernmental, and community matters.
- Work effectively with community groups, associations, and staff in Commissioners' Offices, other departments, and agencies
- Negotiate, develop, and administer contracts and agreements with vendors, contractors, businesses, and agencies as needed.
- Performs other related duties, as assigned.

QUALIFICATIONS:

- Demonstrated expertise in cyclist and pedestrian safety. Safety advocacy and outreach experience is preferred.
- Mastery of communications skills with experience establishing and maintaining relationships with stakeholders at the national and local level.
- Expert knowledge of and skill in planning and implementation of strategic plans with an outreach component. Thorough knowledge and skill in developing written materials that enhance public understanding of complex policy recommendations and their related benefits.
- Demonstrated experience in providing leadership in a supervisory capacity.

EDUCATION AND WORK EXPERIENCE:

Bachelor's degree and a minimum of three years of progressively responsible work experience in transportation safety policy or advocacy.

**(ADA) MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED TO PERFORM
ESSENTIAL JOB FUNCTIONS**

LANGUAGE SKILLS:

Ability to read and understand written materials. Ability to effectively communicate information to supervisors, co-workers, and the public.

MATHEMATICAL SKILLS:

Ability to work with basic mathematical concepts such as, addition, subtraction, multiplication, and division.

COMMUNICATION SKILLS:

Must be able to effectively communicate orally and in written form in a professional manner in order to give or exchange information, resolve problems, and/or provide service.

REASONING ABILITY:

Ability to interpret and understand a variety of forms, reports, manuals, regulations, and other means of instruction and guidance.

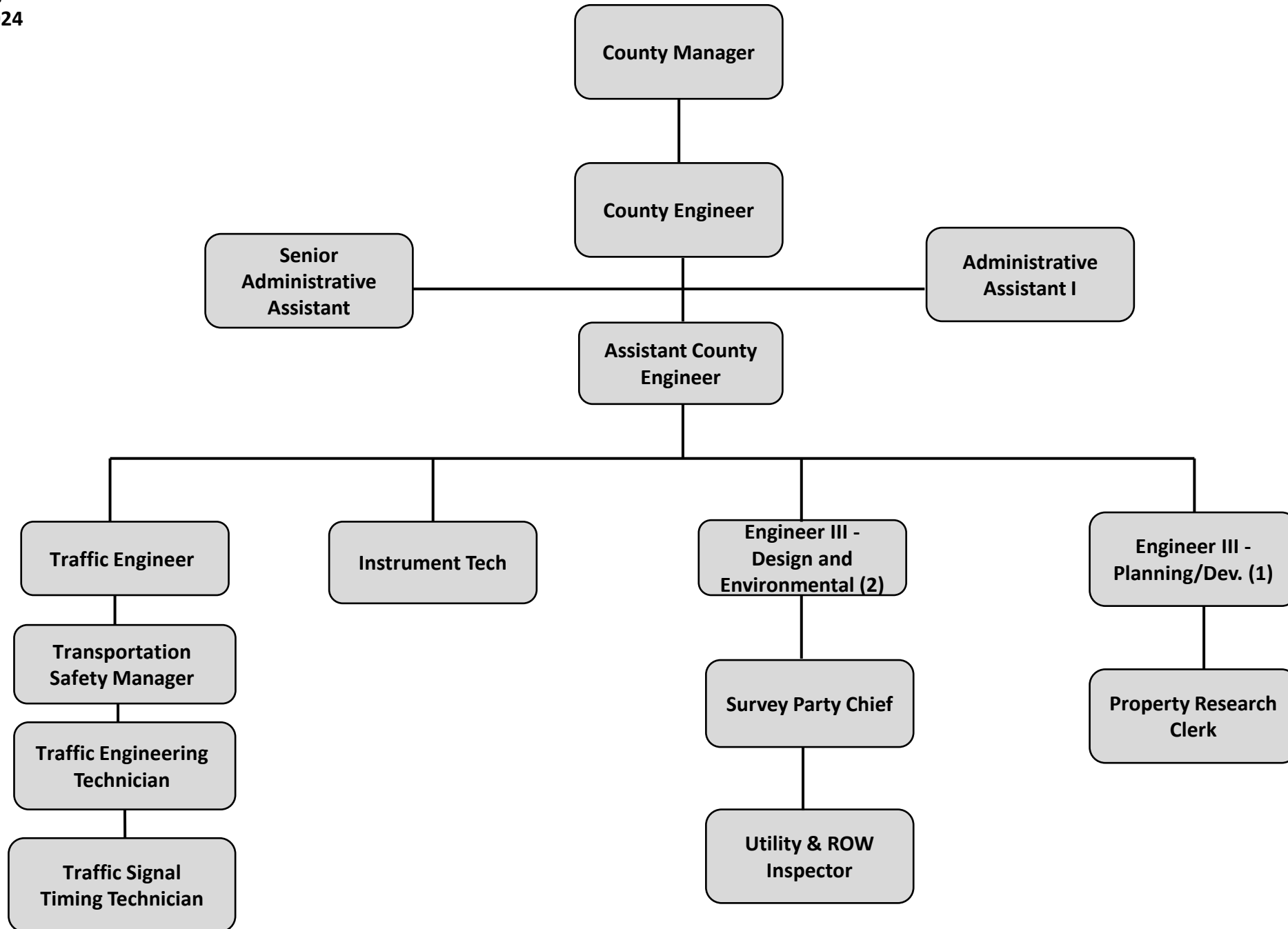
PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is sometimes required to lift office equipment or files. Employee must be able to bend, stoop, and lift and move objects weighing up to 25 pounds.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The work environment is primarily indoors working in an office setting.

EXHIBIT B





LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER AL TILLMAN |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE A SUPPLEMENTAL APPROPRIATION OF \$620,884.15 FROM GENERAL FUND – FUND BALANCE TO THE LMIG/GDOT GRANT FUNDS ACCOUNT – ROADWORK LINE ITEM FOR THE PURPOSE OF SUPPLEMENTING THE ROADS LIST FOR THE DEEP PATCH ASPHALT RESURFACING PROJECT; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 21, 2022, the Macon-Bibb County Commission (the “Commission”) did by ordinance O-22-0043 adopt the FY 2023 Budget, said ordinance having become effective on July 1, 2021; and

WHEREAS, various budget amendments are necessary to conduct the affairs of Macon-Bibb County and to implement the policies of the governing body;

WHEREAS, the Macon-Bibb County Commission finds that this Ordinance is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT ORDAINED by the Macon-Bibb County Commission, and it is hereby so ordained by the authority of the same as follows:

Section 1.

The Commission hereby approves a supplemental appropriation in the amount of \$620,884.15 from General Fund – Fund Balance, to the LMIG/GDOT Grant Funds Account – Roadwork Line Item, for the purpose of funding the deep patch resurfacing of additional roads, as reflected in the floor amendment to that resolution styled, “A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT WITH REEVES CONSTRUCTION

COMPANY IN THE AMOUNT OF \$3,055,786.15 FOR DEEP PATCH ASPHALT RESURFACING PROJECTS, TO BE PAID FROM FUNDS PREVIOUSLY APPROPRIATED TO THE LMIG/GDOT GRANT FUNDS ACCOUNT – ROADWORK LINE ITEM; AND FOR OTHER LAWFUL PURPOSES,” and being considered contemporaneously herewith.

Section 2.

The Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Ordinance and are hereby incorporated by reference into this provision.

Section 3.

In the event scrivener’s errors shall be discovered in this Ordinance or in the Exhibits hereto after the adoption hereof, the Commission hereby authorizes and directs that each such scrivener’s error shall be corrected in all multiple counterparts of this Ordinance.

Section 4.

Except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Ordinance shall be and the same hereby are repealed.

Section 5.

In the event that this Ordinance or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of resolution by the Macon-Bibb County Commission, it is the intent of this Commission that this Ordinance or such portion thereof shall be considered to have been adopted as a resolution of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Ordinance calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Ordinance satisfy such requirement, and that this Ordinance be construed accordingly.

Section 6.

This Ordinance shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval. Pursuant to Section 14 of the Charter, the Mayor may also disapprove or reduce any item or items of appropriation with respect to this Ordinance, and the item or items disapproved shall not become law unless subsequently passed into law over the Mayor's veto by the affirmative vote of six (6) members of the Macon-Bibb County Commission.

SO ORDERED AND ORDAINED this _____ day of _____, 2023.

BY:

LESTER M. MILLER, MAYOR

ATTEST:

JANICE S. ROSS, CLERK OF COMMISSION

\\\\tc-storage.maconbibb.us\\countyattstorage\\ORD MACON-BIBB\\2023 Miller Appropriating Supplemental \$620,844.15 to Roads Resurfacing 9-15-23.docx



LEGISLATIVE SPONSORS

☒ **MAYOR LESTER M. MILLER**

☐ **MAYOR PRO TEMPORE SETH CLARK**

☐ **COMMISSIONER VALERIE WYNN**

☐ **COMMISSIONER PAUL BRONSON**

☐ **COMMISSIONER ELAINE LUCAS**

☐ **COMMISSIONER MALLORY C. JONES, III**

☐ **COMMISSIONER RAYMOND WILDER**

☐ **COMMISSIONER BILL HOWELL**

☐ **COMMISSIONER VIRGIL WATKINS, JR.**

☐ **COMMISSIONER AL TILLMAN**

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT WITH THE U.S. DEPARTMENT OF TRANSPORTATION (DOT) UNDER THE ALTERNATE ESSENTIAL AIR SERVICE PROGRAM (AEAS), IN THE AMOUNT OF UP TO \$20,205,775.00, WITH NO LOCAL MATCH, TO SUBSIDIZE AIR SERVICE OUT OF THE MIDDLE GEORGIA REGIONAL AIRPORT; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, by Order 2019-4-9, DOT approved Macon-Bibb County's application for continued funding under the AEAS program to provide up to \$20,205,775 in financial assistance to subsidize public charter service from the Middle Georgia Regional Airport; and

WHEREAS, Macon-Bibb County has already contracted with Corporate Flight Management, Inc. d/b/a Contour Airlines to provide charter air transportation using 30-seat ERJ-135 aircraft; and

WHEREAS, the U.S. Department of Transportation approved Macon-Bibb County's application for continued funding under the Alternate Essential Air Service program for a four (4) year term, from October 1, 2023, through September 30, 2027; and

WHEREAS, Macon-Bibb County will utilize the grant funds to continue to provide air service from Macon-Bibb County; and

WHEREAS, a copy of the grant award notification has been attached hereto and is incorporated herein as Exhibit A; and

WHEREAS, the AEAS program has been a success and a significant economic benefit to Macon-Bibb County and its citizens; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution is necessary and proper to promote or protect the safety, health, peace, security, and general welfare of Macon-Bibb County and its inhabitants;

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Mayor is authorized to enter a grant agreement with the U.S. Department of Transportation to receive Alternate Essential Air Service grant funds in the amount of up to TWENTY MILLION TWO HUNDRED FIVE THOUSAND SEVEN HUNDRED SEVENTY-FIVE AND 00/100 CENTS (\$20,205,775), to be used over four years, with no local match, to provide public charter air service from Macon-Bibb County's Middle Georgia Regional Airport.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission hereby declares that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Resolution and are hereby incorporated by reference into this provision.

BE IT FURTHER RESOLVED that in the event scrivener's errors shall be discovered in this Resolution or in the Exhibits hereto after the adoption hereof, the Macon-Bibb County Commission hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this Resolution.

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

BE IT FURTHER RESOLVED that in the event that this Resolution or part thereof is found by any court of competent jurisdiction to be substantively more appropriately denominated an act of ordinance by the Macon-Bibb County Commission, it is the intent of this Commission that this Resolution or such portion thereof shall be considered to have been adopted as an ordinance of the Macon-Bibb County Commission. Where any law bearing on the subject matter of this Resolution calls for the taking of any legislative action by the governing authority of Macon-

Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ____ day of _____, 2023.

By: _____
LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, Clerk of Commission

*Q:\RES MACON-BIBB\2023 Miller Authorizing Acceptance Of A US DOT AEAS Grant For Middle GA
Regional Airport 20,205,775.Docx*

EXHIBIT A



**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
WASHINGTON, D.C.**

Issued by the Department of Transportation
on the 12th day of September, 2023

Essential Air Service at

MACON, GEORGIA
(FAIN 69A3452460427)¹

DOT-OST-2007-28671

under 49 U.S.C. § 41731 *et seq.*

**ORDER SETTING ANNUAL SERVICE LEVELS AND TOTAL COSTS UNDER THE
ALTERNATE ESSENTIAL AIR SERVICE PROGRAM**

Summary

By this Order, the U.S. Department of Transportation (the Department) approves the application of the Middle Georgia Regional Airport (Macon) under the Alternate Essential Air Service (AEAS) program. The Department will enter into a grant agreement with Macon for a four-year term, from October 1, 2023, through September 30, 2027, to provide up to \$20,205,775² for the full term of the grant³ in financial assistance to be used by Macon to contract for public charter air service to Baltimore/Washington International Thurgood Marshall Airport (BWI) and/or Charlotte Douglas International Airport (CLT), using 30-seat, twin-engine regional jet aircraft.⁴

Background

By Order 2019-4-9 (April 9, 2019), the Department approved Macon's application for continued funding under the AEAS program and subsequently entered into a grant agreement with the community to provide up to \$4,687,979 per year in financial assistance from August 1, 2019, through September 30, 2023, for public charter service to the Washington, D.C. area. The community contracted with Corporate Flight Management, Inc. d/b/a Contour Airlines (Contour Airlines) to provide that service. Under the terms of its agreement with the community, Contour Airlines provides charter air transportation to BWI using 30-seat ERJ-135 aircraft.

1 Federal Award Identification Number.

2 The government's obligation for performance under this Order is subject to the availability of funds from which payment for services can be made.

3 See chart on page 2 for the annual maximum grant amounts.

4 The community may select alternate hub airports during the term of this Order.

The complete public file for EAS at Macon may be accessed online through the Federal Docket Management System at: <http://www.regulations.gov>, by entering “DOT-OST-2007-28671” in the “Search” field.

Alternate Essential Air Service Background

Congress established AEAS as a pilot program to provide communities with an alternative to the traditional EAS-type service.⁵ Typically, the EAS program pays subsidy to air carriers to provide a minimum level of air service to a major hub airport with twin-engine aircraft. The AEAS program provides that the Department, instead of paying compensation to an air carrier to provide EAS, may provide financial assistance directly to the eligible community to use for one of the purposes specified in 49 U.S.C. § 41745(a)(3).⁶ Thus, the Department typically determines the amount of financial assistance available to a community by reference to the community’s current EAS subsidy, or for communities not currently receiving EAS, by reference to proposals obtained through a carrier selection proceeding.⁷

Eligible communities may use the assistance for the purposes spelled out in 49 U.S.C. § 41745(a), such as more frequent service with smaller aircraft, on-demand air taxi service, scheduled or on-demand surface transportation, purchasing an aircraft, or regionalized air service. Each community accepted into the AEAS program must execute a grant agreement with the Department before it begins spending funds under the program.

Macon’s Application for Continuance in the AEAS Program

On May 25, 2023, Macon submitted an application, which is incorporated here by reference,⁸ requesting the community remain in the AEAS program for a new four-year term. Macon’s application seeks a funding level for the first year of the term equal to that of the prior year (\$4,687,979), but, because operating costs related to fuel, labor, and other expenses have increased for the airline industry, the application also requests a five percent annual escalation rate as illustrated in the chart below to ensure its chosen air carrier can maintain the community’s level of service requirements.

Term	Rate
Year 1	\$ 4,687,979
Year 2	\$ 4,922,378
Year 3	\$ 5,168,497
Year 4	\$ 5,426,922
Total	\$ 20,205,775

5 See Notice: Establishment of Alternate Essential Air Service Pilot Program Pursuant to Vision 100 – 49 U.S.C. § 41745 (“AEAS Notice”), available at <https://www.regulations.gov/document?D=DOT-OST-2004-18715-0001>.

6 A community may not participate in both the traditional EAS Program and the AEAS Program at the same time. 49 U.S.C. § 41745(e). Communities choosing to withdraw from the AEAS Program may request to be reinstated in the traditional EAS program, which could potentially result in a hiatus in air service.

7 See, e.g., DOT Order 2012-3-9.

8 See <https://www.regulations.gov/document/DOT-OST-2007-28671-0136>.

Decision

As explained above, the AEAS statute provides that, instead of paying compensation to an air carrier to provide basic EAS at a community, the Department may provide compensation directly to the community to use for one of the purposes specified in 49 U.S.C. § 41745(a)(3). Macon proposes to continue its participation in the AEAS program, seeking to use grant funding for one of the purposes specified in 49 U.S.C. § 41745(a)(3). The requested continuation of services to the Washington, D.C. area and/or Charlotte will provide the Macon community with direct access to the national air transportation system on a variety of airlines that provide omni-directional air service, and the services proposed in Macon's application are eligible for funding under 49 U.S.C. § 41745(a)(3).⁹ Therefore, pending the execution of a grant agreement between the Department and the community, the Department approves the Middle Georgia Regional Airport's application for AEAS at Macon as proposed.

Reminder About EAS Eligibility

Although Macon will be participating in the Alternate EAS program, it still must adhere to all the eligibility requirements of the EAS program.¹⁰ The Department notes that many of the traditional eligibility requirements did not apply for Fiscal Year 2023, by the Consolidated Appropriations Act, 2023, Pub L. No. 117-328 (December 29, 2022).¹¹ Unless waived by Congress for future fiscal years, compliance with the eligibility requirements as noted below will resume at the beginning of Fiscal Year 2024 (October 1, 2023).

Title 49 U.S.C. § 41731(a)(1)(B) provides that a community must maintain an average of 10 enplanements per service day, as determined by the Secretary of Transportation, during the most recent fiscal year, to remain eligible for EAS. Locations in Alaska and Hawaii, and communities that are more than 175 driving miles from the nearest large- or medium-hub airport, are exempt from this requirement. Macon is subject to this requirement because it is not more than 175 miles from the nearest large- or medium-hub airport.

Further, the Department of Transportation and Related Agencies Appropriations Act, 2000, Pub. L. No. 106-69 (October 9, 1999), prohibits the Department from subsidizing EAS to communities located within the 48 contiguous States that require a subsidy per passenger amount exceeding \$200 ("Subsidy Cap"), unless the community is located more than 210 miles from the nearest large- or medium-hub airport. Macon is subject to this requirement because it is not more than 210 miles from the nearest large- or medium-hub airport.

EAS communities, except for those in Alaska and Hawaii, must have had an average subsidy per passenger of less than \$1,000 during the most recent fiscal year, regardless of the distance to the nearest large- or medium-hub airport.¹²

The Department expects Macon and any air carrier that Macon contracts with to work together to ensure that the community will comply with all applicable requirements. Communities that fail to comply with these requirements may risk having their eligibility in the EAS program

9 49 U.S.C. § 41745(a)(3)(f) ("to pay for other transportation or related services that the Secretary may permit").

10 See Establishment of Alternate Essential Air Service Pilot Program Pursuant to Vision 100, July 27, 2004, Docket No. DOT-OST-2004-18715.

11 The same requirements to maintain eligibility for EAS also did not apply Fiscal Years 2020 and 2021 by the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (December 27, 2020), and for Fiscal Year 2022 by the Consolidated Appropriations Act, Pub L. No. 117-103 (March 15, 2022).

12 See 49 U.S.C. § 41731(a)(1)(C).

terminated. In the event the Department terminates a community's eligibility for EAS due to lack of compliance, that action will supersede this Order.

This Order is issued under authority delegated by the Secretary of Transportation in 49 CFR 1.25a(b)(6)(ii)(D).

Accordingly,

1. The Department approves the application of Macon, Georgia, as submitted by the Middle Georgia Regional Airport, under the Alternate Essential Air Service program for a four-year term beginning October 1, 2023, through September 30, 2027, subject to entering into a Grant Award and Agreement with the Department, and subject to compliance with all eligibility requirements of the EAS program;
2. The Department will enter a grant agreement with Macon, Georgia, to provide up to \$20,205,775 in funding to be used by Macon to contract for public charter air service to Baltimore/Washington International Thurgood Marshall Airport (BWI) and/or Charlotte Douglas International Airport (CLT), or an alternate large- or medium- hub airport designated by the community, using 30-seat twin-engine regional jet aircraft;
3. The Department directs Macon, Georgia, to retain all books, records, and other source and summary documentation to support claims for payment, including copies of flight logs for aircraft used to provide AEAS under this Order and sold or disposed of, and to preserve and maintain such documentation in a manner that readily permits its audit and examination by representatives of the Department. This documentation shall be retained for three years from the last day of service under this Order, or such longer period as the Department may notify the air carrier. If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The air carrier may forfeit its compensation for any claim that is not supported under the terms of this Order;
4. These dockets will remain open until further Order of the Department; and

5. The Department will serve this Order on the civic officials of Macon, Georgia, the Airport Director at the Middle Georgia Regional Airport, and Corporate Flight Management, Inc. d/b/a Contour Airlines.

By:

CINDY A. BARABAN
Deputy Assistant Secretary
for Aviation and International Affairs

(SEAL)

An electronic version of this document is available at
<http://www.regulations.gov>