



Board of County Commissioners Pre-Commission Meeting

January 16, 2024 | 4:00 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

1. Call to Order

Mayor Lester M. Miller

2. Approval of Minutes

- a. Approval of minutes from the December 19, 2023 meeting

(Sponsored by: Lester M. Miller, Mayor)

3. Election of Mayor Pro Tem

4. Recess Committee of the Whole

5. Reconvene Committee of the Whole

6. New Alcohol Beverage Licenses

- a. Goldie's Cigar Lounge located at 2308 Ingleside Avenue, Macon , GA

- Distilled Spirits, Malt and Wine Consumed on Premises
- Measurement Form Approved and Attached
- Newspaper Ad Attached
- Zoning Compliance Approved and Attached
- Limited Liability Company - 1 member
- Lease - No Relation

- Certificate of Good Standing Attached

Legal Recommends Approval (Sponsored by: Lester M. Miller, Mayor)

- b. Guitarras Mexican Grill Express located 5577 Thomaston Road, Suite #500 Macon, GA

- Distilled Spirits, Malt and Wine Consumed on the Premises
- Measurement Form Approved and Attached
- Newspaper Ad Attached
- Zoning Compliance Approved and Attached
- Limited Liability Company - 3 members
- Lease - no relation
- Certificate of Good Standing Attached

(Sponsored by: Lester M. Miller, Mayor)

7. Appropriations

- a. An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of Up To \$4,363,550.00 In American Rescue Plan Act Funds And American Rescue Plan Act Funds – Revenue Replacement For The Purpose Of Funding Various Projects Authorized By The American Rescue Plan Act And The Final Rule Concerning The Expenditure Of Local Government Assistance Funds Under The American Rescue Plan Act (Sponsored by: Lester M. Miller, Mayor, Seth Clark, Mayor Pro Tem)

8. Contracts and Purchase Orders for Approval

- a. An Ordinance Of The Macon-Bibb County Commission To Authorize A Supplemental Appropriation Of Up To \$300,000.00 From General Fund – Fund Balance To Transfer To Capital Improvements Fund For The Purpose Of Funding The Purchase And Installation Of New Roofing For Macon City Hall (Sponsored by: Lester M. Miller, Mayor)

9. Establishing and Fixing Qualifying Fees for 2024 Elections

- a. A Resolution Of The Macon-Bibb County Commission Establishing And Fixing The Qualifying Fees For Each Elected County Office To Be Filled In The Upcoming 2024 Macon-Bibb County Elections; Requesting The Publication Of Said Qualifying Fees By The Macon-Bibb County Board Of Elections In The Legal Organ Of Record For Macon-Bibb County (Sponsored by: Lester M. Miller, Mayor)

10. 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);

11. Appointment of Interim Commissioner

- a. A Resolution of the Macon-Bibb County Commission to appoint an interim Commissioner to complete the unexpired term of Al Tillman as the District 9 Representative on the Macon-Bibb County Commission (Sponsored by:)

12. Purchase of Land

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor Sign Such Documents As Are Necessary To Purchase That Parcel Of Real Estate Known As 108 First Street, Being 2.26 Acres, More Or Less, For The Total Amount Of \$4,800,000.00, Payable From General Fund – Fund Balance (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor Sign Such Documents As Are Necessary To Purchase The Parcel Of Real Estate Known As 151 Madison Street, Such Parcel Being 5.13 Acres, More Or Less, In The Amount Of \$1,500,000.00, Payable From The Blight Remediation Revolving Fund (Sponsored by: Lester M. Miller, Mayor)

PRE-COMMISSION ACTING AS COMMITTEE OF THE WHOLE

MINUTES

December 19, 2023

The Pre-Commission meeting acting as a Committee of the Whole was called to order by Mayor Lester M. Miller.

COMMISSIONERS PRESENT:

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

OTHERS PRESENT:

Duke Groover, Interim County Attorney
Keith Moffett, County Manager
Michael McNeill, Sr. Assistant County Attorney
Sara Davis, Assistant County Attorney
Adrianna Beavers, Assistant County Attorney
Frank Howard, Assistant County Attorney
Melissa Touchton, Assistant County Clerk
Chris Floore, Public Affairs
Olivia Walter, Communications
Edna Adams, Communications
Doug Faour, Airport Director
Alex Morrison, Director of Public and Private Spaces

COMMISSIONER ABSENT:

Commissioner Virgil Watkins

1. Call to Order

Mayor Lester M. Miller called the meeting to order.

2. Approval of Minutes

- A. Approval of the minutes from the December 5, 2023 meeting (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Tillman, seconded by Commissioner Wynn and carried unanimously, the minutes of the December 5, 2023 meeting were approved.

3. New Alcohol Beverage Licenses

- A. Raceway located at 5127 Mercer University Parkway, Macon, GA (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Howell, seconded by Commissioner Jones and carried unanimously, the Raceway license was approved.

- B. Sunoco Food Mart located at 2260 Shurling Drive, Macon, GA (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bronson, seconded by Commissioner Jones, and carried by a vote of six to one with Commissioners Wynn, Lucas, Clark, Wilder and Howell casting the affirmative votes and Commissioner Bronson casting the dissenting vote the license for Sunoco Food Mart was

approved.

- C. Taco Mac located at 5433 Bowman Road, Macon, GA (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Pro Tem Clark and seconded by Commissioner Wilder and carried unanimously, the license for Taco Mac was approved.

4. Grants

- A. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Criminal Justice Coordinating Council Victims Of Crime Act ("VOCA") Continuation Award Allocation For Federal Fiscal Year 2024 In The Amount Of \$78,980.00, With Local Match Fund Requirements Having Been Waived For This Grant Cycle, To The Bibb County Solicitor General (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Pro Tem Clark, seconded by Commissioner Lucas and carried unanimously, the acceptance of a criminal justice coordinating council victims of crime act was approved.

- B. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Criminal Justice Coordinating Council Victims Of Crime Act ("VOCA") Continuation Award Allocation For Federal Fiscal Year 2024 In A Total Amount Of \$86,109.00, With Local Match Fund Requirements Having Been Waived For This Grant Cycle, To The Macon Judicial Circuit District Attorney's Office (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Pro Tem Clark, seconded by Commissioner Lucas and carried unanimously, the acceptance of a criminal justice coordinating council victims of crime act was approved.

- C. A Resolution Of The Macon-Bibb County Commission Accepting Georgia Department Of Transportation Funding, In The Amount Of Up To \$329,721.02, For Costs Associated With The Runway 5-23 Extension Project At The Middle Georgia Regional Airport (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wynn, seconded by Commissioner Jones and carried unanimously, the acceptance of the GDOT funding for the Runway 5-23 runway extension project.

5. Contracts and Purchase Orders for Approval

- A. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Georgia Mass Appraisal Solutions & Services, Inc., In The Amount Of \$90,000.00 Annually, For Five Years For The Maintenance Of Real Property Pricing Schedules, To Be Paid From The Tax Assessor's Budget – Contract Labor, Contractual Services Line Item (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Pro Tem Clark and seconded by Commissioner Howell and carried unanimously, the agreement with Georgia Mass Appraisal Solutions & Services was approved.

- B. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Independent Contractor Agreement With Warren Associates, Inc., In The Amount Of \$1,224,000.00 Construction And Renovation Of Cliffview Lake As A Park, To Be Paid From 2018 SPLOST Proceeds, Recreation, Cliffview Lake – Property Line Item (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bronson, seconded by Commissioner Lucas and carried unanimously, the Agreement with Warren Associates for renovation of Cliffview Lake was approved.

Commissioner Tillman arrived at this time.

- C. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Hofstadter And Associates, Inc., In The Amount Of \$47,281.00, For Engineering Services Related To The Reconstruction And Repaving Of Mead Road, To Be Paid From 2018 SPLOST Funds (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bronson, seconded by Commissioner Howell and carried unanimously, the Agreement with Hofstadter and Associates was approved.

- D. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Professional Services Agreement With Nelson Worldwide, LLC, In The Amount Of \$95,750.00, For Engineering Services Related To The Design And Needs Assessment For The Macon-Bibb County Courthouse, To Be Paid From 2018 SPLOST Funds, Judicial, Courthouse – Property Line Item (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Howell, seconded by Commissioner Jones and carried unanimously, the Agreement with Nelson Worldwide was approved.

6. Special Purpose Local Option Sales Tax

- A. Resolution Of The Macon-Bibb County Commission To Approve The Forty-Fourth Amendment To The 2018 SPLOST Project Timeline And Budget As Presented By The SPLOST Project Manager (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wynn, seconded by Commissioner Lucas and carried unanimously, the Forty-Fourth Amendment to the SPLOST Timeline and Budget was approved.

- B. An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of Up To \$730,000.00 From 2018 SPLOST Proceeds, To Be Allocated To SPLOST Projects As Specified Herein (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wynn, seconded by Commissioner Lucas and carried unanimously, the Ordinance to appropriate up to \$730,000 from SPLOST fund for SPLOST Projects was approved.

7. Appropriations

- A. An Ordinance Of The Macon-Bibb County Commission To Approve A Supplemental Appropriation For The Transfer Of \$200,000.00 From The General Fund, Fund Balance In The Fy24 Budget To Account For Emergency Repairs Adjacent To Fire Station No. 2 (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wilder, seconded by Commissioner Lucas and carried unanimously, the appropriation of transfer from General Fund to Emergency Repairs Adjacent to Fire Station 2 was approved.

- B. An Ordinance Of The Macon-Bibb County Commission To Authorize A Budget Transfer Within The Pedestrian Safety Sponsored Program Budget, In The Total Amount Of \$87,150.00 From The

Property Construction Contracts Line Item To The Personal Services Major Component, As Described In Exhibit A, For The Purpose Of Funding The Transportation Safety Manager Position (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Lucas, seconded by Commissioner Tillman and carried unanimously, the budget transfer within the Pedestrian Safety Sponsored Program Budget for the funding of the Transportation Safety Manager Position was approved.

- C. An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of Up To \$1,200,000.00 From Sponsored Programs Line Item 250.0368 – Public Safety, To Be Allocated To Various Public Safety Initiatives As Specified Herein (Sponsored by: Lester M. Miller, Mayor, Paul Bronson, Commissioner)

On motion of Commissioner Wynn, seconded by Commissioner Bronson and carried unanimously, the appropriation of up to \$1,200,000 from Sponsored Programs Public Safety was approved.

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

- A. An Ordinance Of The Macon-Bibb County Commission To Amend Section 12-8 Of The Macon-Bibb County Code Of Ordinances, Now Reserved, For The Purpose Of Providing For The Free Distribution Of Menstrual Hygiene Products In Macon-Bibb County Facilities (Sponsored by: Lester M. Miller, Mayor, Seth Clark, Mayor Pro Tem)

On motion of Commissioner Wynn, seconded by Mayor Pro Tem Clark and carried unanimously, the Code was amended to provide for free distribution of menstrual hygiene products was approved.

9. Executive Session

Discussion or voting on 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 Other: O.C.G.A. §50-14-3(b)(4) as provided in confidential criminal investigation matters.

On motion of Commissioner Wynn, seconded by Commissioner Jones and carried unanimously, the meeting went into Executive Session for the above reasons.

On motion of Commissioner Howell, seconded by Commissioner Wilder and carried unanimously, the Commission came out of Executive Session.

There being no further business, the meeting was adjourned.

Respectfully submitted:

Janice S. Ross
Clerk of the Macon-Bibb County Commission

Added to the 1-16-2024 - Committee of the whole
Agenda



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office
PO Box 4503
Macon, GA 31208-4503

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

☐ *Distilled Spirits Packaged to Go	\$2,900	☐ *Malt Packaged to Go	\$800	☐ Wine Packaged to Go	\$700
☒ *Distilled Spirits C.O.P.	\$2,900	☒ *Malt C.O.P.	\$800	☒ Wine *C.O.P.	\$700
☐ *Distilled Spirits Wholesaler	\$3,600	☐ *Malt Wholesaler	\$1,000	☐ Wine Wholesaler	\$800
☐ *Distilled Spirits Manufacturers	\$4,300	☐ *Malt Manufacturer	\$2,500	☐ Wine Manufacturer	\$1,700
☐ Brewpub	\$2,500	☐ Out-of-Town Wholesaler	\$100	☐ Brown Bag	\$0
☐ Malt Beverage Taproom	\$2,500	☐ Cocktail Room	\$2,500	☐ Alcohol Beverage Caterer	\$600
				☒ Temporary Alcohol License	\$100
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premise)	

A BUSINESS LICENSE IS REQUIRED BEFORE AN ALCOHOL LICENSE MAY BE ISSUED.

\$ 4,400.00 Alcohol License Fees + \$400 Application Fee = Total \$ 4,800.00

Agent Information

1. Agent/Owner(s) must complete and sign the Name-Based Criminal History Record Information Consent Form.
2. Provide an Unexpired Identification Card issued by Any U.S. State or United States government, bearing a current photograph of the applicant.
3. Agent/Owner(s) Must be Fingerprinted once application & fees are completed and paid unless such individuals currently hold one or more categories of alcohol license(s) in goodstanding.
4. Proof of Alcohol Handler's Permit from Agent and Owners.
5. Complete (S.A.V.E.) Systematic Alien Verification for Entitlements O.C.G.A. § 50-36-1 (e) (2) Affidavit.

Location/Business Information

6. Affidavit of Intent to Sale Alcohol from the Macon Telegraph Newspaper.
7. If any business entity other than Sole Ownership...Must submit a copy of the GA Secretary of State's Business information Record.
8. If NON-PROFIT entity...Proof of Non-Profit Status.
9. Planning and Zoning Compliance Form.
10. Original Affidavit from the Macon-Bibb County Engineer's Department.
11. A legal description (Lease/Deed/etc.) of the property upon which premises are located.

Business Continuation

12. Please provide a list of the current, valid licenses issued to the named business; A record showing that all business license fees owed on the existing business have been fully paid, or a receipt showing payment thereof.
13. A statement, signed by the applicant, swearing, or affirming that the applicant has recently purchased the named business, or has a bona fide expectation of purchasing the named business soon; and
14. A record showing that all property taxes to date owned on the property have been fully paid, or a receipt showing payment thereof.

Rev.08/2023

Select One: New Business Change of location Change of Business**BUSINESS**Federal Tax ID #: 93-4193697 State Tax ID #: Business Name: Goldies Cigar Lounge Corporate and Trade Name: Local Business Address: 2308 Ingleside Ave, Macon, GA 31204
(P.O. Box Not Allowed) City State ZipMailing Address: 6450 Evans Dr. Rex GA 30273
(P.O. Box Not Allowed) City State ZipLocal Business Phone #: 404.441.2758 Email Address: goldiescigarlounge@gmail.comContact Person: Stephanie Anderson Contact Phone #: 404.441.2758**AGENT**Agent's Name: Stephanie Anderson Agent's Title: OwnerDate of Birth: Social Security Number: **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: Step Samasabou Title: Home Address: City: State: Zip: Home Phone #: Email: Mailing Address: City: State: Zip:

Rev. 10/2021



Georgia Department of Revenue
Department of Revenue Alcohol License Application
DOR Alcohol License Application

Business Information

Business Name: GOLDIES CIGAR LOUNGE LLC
 Business Type: LLC

Address Information

Location Address: 2308 INGLESIDE AVE MACON GA 31204-0000

Alcohol License Information

License Type: Consumption on Premises
 Start Date: 12-15-2023
 Beer: Yes
 Wine: Yes
 Liquor: Yes
 Airline or Railway Carrier: No
 Regional Economic Assistance Program: No
 Local Jurisdiction Type: County
 Local Jurisdiction: BIBB
 Arrest History: No

Local License / Fees	Fee Amount
Malt Consumed on Premises	\$800.00
Wine Consumed on Premises	\$700.00
Distilled Spirits Consumed on Premises	\$2,900.00
	<u>\$4,400.00</u>

Licensee Information

Licensee Type: Business
 Licensee Name: ANDERSON, STEPHANIE

Additional Information

Primary NAICS: 722410 - Drinking Places (Alcoholic Beverages)
 Secondary NAICS: 453991 - Tobacco Stores
 Incorporation Date: 10/30/2023

Officers	Officer or Responsible Party
ANDERSON, STEPHANIE	Both

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.

Name (print):	Stephanie Anderson		
Home Address:	3057 Needhams Ct, Ellenwood, GA 30294		
Sex	Race	Date of Birth	Social Security Number
Female	Black	[REDACTED]	[REDACTED]

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

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

Stephanie Anderson
Signature

11/16/23
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: Goldie's Cigar Lounge

Printed Name of Applicant: Stephanie Anderson

*Signature of Applicant: Stephanie Anderson

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 16 DAY OF Nov., 2023.

Wade Hare
 NOTARY PUBLIC



5-12-27
 MY COMMISSION EXPIRES

Secure and Verifiable Documents Under O.C.G.A. § 50-36-2 Issued February 20, 2018, by the Office of the Attorney General, Georgia

MEASUREMENT FORM

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

APPLICANT: ROGER LEE AND STEPHANIE ANDERSON
PROPOSED LICENSE: BEER, WINE, AND LIQUOR CONSUMED ON PREMISES
BUSINESS LOCATION: 2308 INGLESIDE AVE.
BUSINESS NAME: GOLDIES CIGAR LOUNGE

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: 11-27-2023

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 or Restaurant)

BEER, WINE & LIQUOR

Or

BEER & WINE

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

Soldie's Cigar Lounge

#2308 Ingleside Avenue

9,600' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Emery Highway

5,200' — MHA housing unit property line

Mounts Homes

✓ J.B.

OK!

Paul J. Hoinowski

November 26, 2023



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
135222	493779	Print Legal Ad-IPL01494530 - IPL0149453		\$46.36	1	28 L

Attention: Goldie's Cigar

Goldie's Cigar Lounge
2308 Ingleside Ave
Macon, GA 31204

goldiescigarlounge@gmail.com

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 December 1, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Cigar Lounge, 2308 Ingleside Ave. Macon, GA 31204. 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 November 24, 2023. Stephanie Anderson, Applicant
IPL0149453
Nov 24, Dec 1 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:

11/24/23, 12/01/23

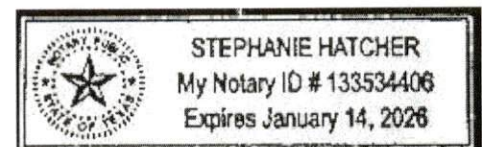
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 1st day of December 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-2023-2691	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 11/30/2023
ISSUED TO NAME:	Stephanie Anderson Goldie's Cigar Lounge	
PROPERTY OWNER'S NAME:	NICHOLSON GARRETT H REV TRUS	
PROPOSED USE:	New Business Application bar	
ADDRESS OF PROPOSED USE:	2308 INGLESIDE AVE	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	P063-0294	ZONING DISTRICT: C-1

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to operate a bar with alcohol consumed on premises in an existing multi-tenant commercial building. No outside storage or sales authorized. No signage authorized by this permit; signage shall require a separate zoning permit. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY 11/30/2024

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.

Control Number : 23226658

STATE OF GEORGIA

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

CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Goldie's Cigar Lounge, LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **10/30/2023** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **11/01/2023**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

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: Goldie's Cigar Lounge Name of Corporation: Goldies Cigar Lounge LLC

If publicly traded, Stock Symbol and Name of one Listing Exchange: _____

Individual:

Name and Title: Stephanie Anderson Telephone Number: () 404.441.2758

Date of Birth: _____ Social Security Number: _____

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 (LLLP)
 - ☐ 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: 100
 - ☐ 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 : Stephanie

Last Name : Anderson

Home Address : 2308 Ingleside Ave

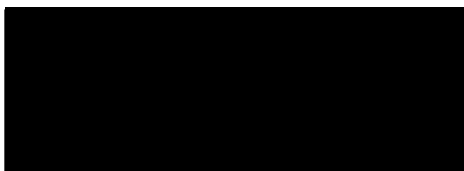
City : Macon

State : Georgia

Zip : 31204

Home Phone # : (404) 441-2758

Email : goldiescigarlounge@gmail.com



Mailing Address : 3057 Needhams Ct

City : Ellenwood

State : GA

Zip : 30294

U.S. Citizenship

Are you a United States citizen?

UScitizen : Yes

Upload a copy of the Secure and Verifiable document here.

SecureAndVerifiableUpload:

Passport.pdf

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

saveAffidavit:

SAVE Completed with ID.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:

Safe Serve Alcohol Certificate.pdf

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

Upload a current color passport size photo of applicant here.

photoUpload:

Passport.pdf

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 : Stephanie Anderson

Date

Enter Today's Date : 11/27/2023

Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

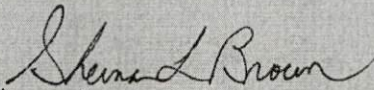
Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association Solutions



ID # 24477742
CARD # 24854531

ServSafe Alcohol® CERTIFICATE



STEPHANIE ANDERSON

NAME

11/27/2023

DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.

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Executive Vice President, National Restaurant Association Solutions

Sherman Brown

This certificate confirms completion of the ServSafe Alcohol®

responsible alcohol service program.

NOTE: You can access your score and certification information anytime at ServSafe.com.

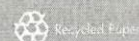
If you have any questions regarding your certification please contact the National Restaurant Association Service Center at ServiceCenter@restaurant.org or 800.765.2122, ext. 6703

In Alaska you must laminate your card for it to be valid.



233 South Wacker Drive
Suite 2600
Chicago, IL 60606-6383
1-800-SERVSAFE
312.715.1010 In the Chicago area
ServSafe.com

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Stephanie Anderson



AH001141

ALCOHOL HANDLER

EXP: 12/31/2024

Georgia Commercial Lease Agreement

In consideration of the Landlord's leasing of the premises to the Tenant, the Tenant's leasing from the Landlord the premises, and the mutual benefits and obligations conferred by this lease on the Parties, and in recognition of the receipt and sufficiency of said consideration, the Parties hereby agree to the following terms and conditions:

I. The Parties – Lease agreement is between Lessor under the individual/entity (hereinafter known as the "Landlord") known as Garrett H. Nicholson and the Lessee under the individuals/entity (hereinafter referred to as the "Tenant") known as Stephanie Anderson and Roger Lee.

II. Premises – The space/property being leased shall be described as: 2308 Ingleside Ave., Macon, Bibb County, GA 31204 (Hereinafter referred to as the "Premises").

III. Space Rented - The space described equals: 1,146 Square Feet (SF)

IV. Term – This lease shall be for three (3) years, divided into three (3) terms of twelve (12) months each. The first term begins on the 1st day of December 2023 and continues through the 30th day of November 2024. The remaining terms will follow the same schedule, each initiating on the December 1st anniversary date, per the payment schedule in item V below.

V. Rent – Rent shall be paid on the first (1st) day of every month in the amount of one-thousand, one-hundred fifty Dollars (\$1,150.00) for the first 12-month term. A \$35 fee will apply if rent does not post by the third (3rd) calendar day, and a \$10/day penalty will also be assessed for each day late following the 3rd calendar day. **Partial payment constitutes a breach of the agreement.**

The further rent schedule is:

- The 2nd full 12-month term, \$1250 per month
- The 3rd full 12-month term, \$1325 per month

VI. Common Areas – With respect to parking, it is understood that parking is on a first-come, first serve basis for customers. Employer and employees should park in the rear of the property and respect all other parking of business owners in the shopping strip.

VII. Security Deposit – To initiate the lease, the Tenant will pay one-thousand, one-hundred fifty Dollars (\$1,150.00) as a Security Deposit. Once received, Landlord will sign and return the executed lease. If Tenant follows the terms and conditions of this agreement in good faith and without damaging the Premises, the Security Deposit will be returned within fifteen (15) business days of the lease termination. Any repairs needed for the Premises will be deducted from the Security Deposit.

VIII. Condition Upon Move-In**Check One**

☒ - The Tenant agrees to take tenancy of the property on an "as is" basis, willing to make all fit-ups (if needed) on the Premises at the expense of the Tenant.

All fixtures shall ☒ remain ☐ not remain on the premises at the end of the lease term.

X. Improvements During Lease Term - The Tenant, with written approval of the Landlord that may not be unreasonably withheld, shall be able to make improvements to the Premises.

XI. Use - The Tenant will occupy the Premises for the following use:

Goldie's Lounge, a restaurant and bar.

Note the Americans with Disabilities Act (ADA): All businesses that are open to the public or employ 15 or more people require that the premises be accessible by persons with disabilities. In the event that the premises must be altered for ADA compliance, the cost of improvements, alterations, and/or modifications necessary for compliance with the ADA shall be the responsibility of Tenant.

XII. Utilities and Other Expenses**Check Who Pays**

- | | |
|-----------------------------------|--|
| ☐ Landlord | ☒ Tenant - Air Conditioning (AC), service but not maintenance. |
| ☐ Landlord | ☒ Tenant - Cable |
| ☐ Landlord | ☒ Tenant - Electricity |
| ☐ Landlord | ☒ Tenant - Gas |
| ☐ Landlord | ☒ Tenant - Heat |
| ☐ Landlord | ☒ Tenant - Internet |
| ☐ Landlord | ☒ Tenant - Oil |
| ☐ Landlord | ☒ Tenant - Sewer, however, normal non-business caused wear and tear is the Landlord's responsibility. |
| ☐ Landlord | ☒ Tenant - Water |
| ☐ Landlord | ☒ Tenant - Trash, Recycling |
| ☐ Landlord | ☒ Tenant - Security System |
| ☐ Landlord | ☐ Tenant - Other: _____ |

XIII. Landlord's Representations - At the time of lease signing, the Premises shall be properly zoned for the Tenant's stated use as stated in Section XI and will be in compliance with all applicable state and federal laws and regulations. The Premises shall not have been used for the storage or disposal of any toxic or hazardous substances, and the Landlord has received no notice from any governmental authority concerning removal of any toxic or hazardous substances from the property.

XIV. Landlord's Responsibility

- Landlord shall maintain and make any and all necessary repairs to: (1) the roof, structural components, exterior walls, and interior common walls of the premises, and (2) the plumbing, electrical, heating, ventilating, and air-conditioning systems.
- Landlord will maintain (including snow removal) the parking areas, yards, common areas, and exterior of the building so that the premises will be kept in an attractive condition.

XV. Tenant's Responsibility

- Tenant shall keep the Premises clean and well maintained at all times, so that the Premises shall be in marketable condition.

XVI. Insurance

Landlord agrees to carry fire and hazard related coverage insurance for the Premises. Tenant agrees to carry public general liability insurance that includes the Landlord as an insured party for personal injury.

The coverage the Tenant shall provide will be in the amount(s) of:

Check All That Apply

☒ - \$1,000,000 per occurrence

This agreement automatically releases the Landlord and Tenant from each other in reference to liability for property, loss, damage, personal injury, or anything else covered by the insurance plan.

XVII. Taxes

Check Who Pays

☒ Landlord ☐ Tenant - **Real Property Taxes***
☐ Landlord ☒ Tenant - **Personal Property Taxes**

*** The Tenant agrees to pay a rent surcharge the amount by which real estate property taxes may increase annually, using 2022 as the baseline.**

XVIII. Subletting – The Tenant ☐ does ☒ does not have the right to sublet the Premises.

XIX. Damage to the Premises – The Tenant may terminate the lease agreement if necessary repairs to the Premises due to fire, flood, or any natural catastrophe keep the Tenant from being open for over ninety (90) days.

- If the Tenant is not able to be open for the ninety (90) day period due to damage to the Premises, there will be no rent paid during said period.

XX. Default – If the Tenant defaults on the lease agreement for non-payment of rent or for any other reason, the Landlord will give notice to the Tenant for the right to cure the issue(s). If the Tenant does not cure the issue(s) within the amount of time stated in the notice, then the payment for the **balance of the full lease is immediately due**, and the Landlord has the right to take legal action to collect unpaid rent.

XXI. Notice of Quiet Enjoyment – During the term of the lease agreement, the Tenant has the right of quiet enjoyment of the Premises.

XXII. Eminent Domain – The lease automatically becomes void if the Premises are taken by eminent domain. During the process, the Tenant will have to right to claim of the prevailing authorities:

- Value of the Lease Agreement
- Loss of Business Revenue
- Moving and Relocation Expenses

XXIII. Holding Over – If the Tenant remains in possession of the Premises after the lease agreement ends, the tenancy shall continue on a month-to-month, or "Tenancy at Will," basis unless the Landlord gives notice for the Tenant to vacate. All conditions remaining the same except that The Landlord reserves the right to increase the rent and either party can terminate with thirty (30) days' notice. The amount of rent increase will be fair and equitable, and provided by written notice.

XXIV. Disagreements During the Lease Period – If a disagreement arises during the lease period, the following actions shall take place:

Mediation with Possible Arbitration – If there is a dispute between the Landlord and Tenant, all parties agree to attempt to come to an agreement through the use of an agreed upon mediator.

- It is agreed that the cost(s) involved in hiring the mediator shall be shared equally and that each party shall cooperate in a good faith attempt to reach a resolution. Both parties agree that they shall allow the mediator thirty (30) days from the first (1st) meeting to reach a compromise before going to the arbitrator.
- The arbitrator selected will be a third (3rd) party to be mutually agreed upon. The arbitrator shall decide all costs directed towards hiring the arbitrator.

The Landlord shall not have to attend the mediation or arbitration process unless Tenant is current with the rental payments, either submitting to the Landlord directly or depositing the funds in an escrow account.

XXV. Additional Agreements – Landlord and Tenant have no additional agreements.

XXVI. Entire Lease Agreement – This document supersedes any other writings in relation to the Premises and has authority over any oral agreements made between the Landlord and Tenant.

XXVII. Successors and Assignees – All assignees of the parties including heirs, successors, or anyone else that may be considered is mutually bound by this lease agreement.

XXVIII. Notices – All notices in relation to the Premises or this lease agreement shall be in writing and delivered to the following address below via Certified Mail with Return Receipt:

Tenant

Stephanie Anderson
3057 Needhams CT
Ellenwood, GA 30294

XXIX. Governing Law – This lease agreement will be governed by and construed in accordance with the laws in the State of Georgia.

XXX. Counterparts and Modifications

- The Landlord and Tenant agree that they shall sign several identical counterparts of this lease and any fully signed counterpart shall be treated as an original.
- Only writing(s) signed by the party against whom such a modification is sought to be enforced shall modify this lease.

XXXI. Waiver - If either Landlord or Tenant waives any term or provision of this lease at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this lease, that party retains the right to enforce that term or provision at a later time.

XXXII. Early Termination - The tenant does not have the option to terminate the lease. The tenant will, if they request, be excused from the lease after the completion of two (2) full terms at a penalty of the equivalent of four (4) month's rent. This amount is payable on or before their last day of occupancy and does not equate to an additional four (4) months tenancy.

XXXIII. Severability - If any court determines that any provision of this lease is invalid or unenforceable, any invalidity or unenforceability will affect only that provision. It will not make any other provision of this lease invalid or unenforceable, and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

Signatures

Landlord

Garrett H. Nicholson

Signature: Garrett H. Nicholson

Date: 11/29/2023

Tenants

Stephanie Anderson

Signature: Stephanie Anderson

Date: 11/28/23

Roger Lee

Signature: [Signature]

Date: 11/28/23

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: _____ Date: _____

Business Name: _____

I hereby certify that (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 _____ day of _____, 20 ____.

NOTARY PUBLIC

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: Stephanie J Anderson
(If different from Agent)

Date: 11/16/23

Title: Owner

Business Name: Goldie's Cigar Lounge

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 17 day of Nov, 20 23.

Wade Hare
NOTARY PUBLIC

5-12-27
MY COMMISSION EXPIRES



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Goldie's Cigar Lounge

Business Address: 2308 Ingleside Ave. Macon, GA 31204

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.

*Business Type ID Form
Page 1
Rev. Nov. 2020*

- ☐ **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.

Stephanie J Anderson
Applicant/Agent Signature

11/16/23
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.

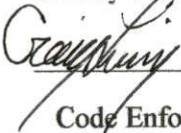
thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

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: Goldie's Cigar Lounge

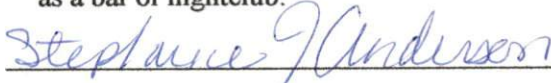
Business Address: 2308 Ingleside Ave. Macon, GA 31204

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

12/8/23
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

11/16/23
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>.

Stephanie Anderson
Print Name

Stephanie J Anderson
Signature

11/16/23
Date



Alcohol License Questionnaire

Name of Business: Goldie's Cigar Lounge

Owner's Name: Stephanie Anderson

Address: 2308 Ingleside Ave.
Macon, Ga 31204

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? \$ _____
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

Stephanie Anderson
Printed Name of person completing form

Stephanie J Anderson
Signature of person completing form

11/16/23

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: Goldie's Cigar Lounge

Business Address: 2304 Ingleside Ave, Macon, GA 31204

- ☐ **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

Stephanie J. Anderson
Applicant/Agent Signature

Date: 11/16/23

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

B

1. Name and Title of the applicant: Stephanie Anderson, Owner
 2. Name of the subject of this Certificate, if different from the applicant: *Business Owner*

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.

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.

Stephanie Anderson

Print and Sign Name

Stephanie Anderson

Sworn to and subscribed before me this,

16 day of *Nov*

Wendell Rose

Notary Public

My commission expires:

5-12-27



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Garrett H. Nicholson
2. Name of the subject of this Certificate, if different from the applicant:
Goldie's Lounge 2308 Ingleside Ave.
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.
- _____
- _____
- _____

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.

Garrett H. Nicholson
Print and Sign Name

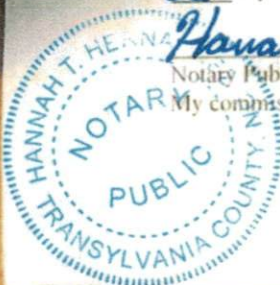
Garrett H. Nicholson

Sworn to and subscribed before me this
22 day of November, 2023.

Hannah T. Hernandez

Notary Public

My commission expires: 6-11-25



Page 2 of 2

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: Stephanie Anderson- fingerprints completed 12.9.23

Business Name: Goldie's Cigar Lounge LLC

Business Address: 2308 Ingleside Avenue, Macon, GA 31204

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

Granted

DocuSigned by

David J. Davis
 Sheriff, Macon-Bibb County, Georgia
 1C561778CDEE414...

12/15/2023

Date

Denied

Sheriff, Macon-Bibb County, Georgia

Date

I recommend that the license requested herein be:

Granted

Mayor, Macon-Bibb County, Georgia

Date

Denied

Mayor, Macon-Bibb County, Georgia

Date

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 1/11/2024 (Date) ^{DS}
SD (Initials)

Comments

Legal recommends approval. SDD

Initials

^{DS}
SF Stephanie Freeman, Administrative Office Specialist

ADDED TO THE JANUARY 16, 2024
COMMITTEE OF THE WHOLE AGENDA



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office
PO Box 4503
Macon, GA 31208-4503

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

☐ *Distilled Spirits Packaged to Go	\$2,900	☐ *Malt Packaged to Go	\$800	☐ Wine Packaged to Go	\$700
☒ *Distilled Spirits C.O.P.	\$2,900	☒ *Malt C.O.P.	\$800	☒ Wine *C.O.P.	\$700
☐ *Distilled Spirits Wholesaler	\$3,600	☐ *Malt Wholesaler	\$1,000	☐ Wine Wholesaler	\$800
☐ *Distilled Spirits Manufacturers	\$4,300	☐ *Malt Manufacturer	\$2,500	☐ Wine Manufacturer	\$1,700
☐ Brewpub	\$2,500	☐ Out-of-Town Wholesaler	\$100	☐ Brown Bag	\$0
☐ Malt Beverage Taproom	\$2,500	☐ Cocktail Room	\$2,500	☐ Alcohol Beverage Caterer	\$600
				☒ Temporary Alcohol License	\$100
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premise)	

A BUSINESS LICENSE IS REQUIRED BEFORE AN ALCOHOL LICENSE MAY BE ISSUED.

\$ 4,400 Alcohol License Fees + \$400 Application Fee = Total \$ 4,800

Agent Information

1. Agent/Owner(s) must complete and sign the Name-Based Criminal History Record Information Consent Form.
2. Provide an Unexpired Identification Card issued by Any U.S. State or United States government, bearing a current photograph of the applicant.
3. Agent/Owner(s) Must be Fingerprinted once application & fees are completed and paid unless such individuals currently hold one or more categories of alcohol license(s) in goodstanding.
4. Proof of Alcohol Handler's Permit from Agent and Owners.
5. Complete (S.A.V.E.) Systematic Alien Verification for Entitlements O.C.G.A. § 50-36-1 (e) (2) Affidavit.

Location/Business Information

6. Affidavit of Intent to Sale Alcohol from the Macon Telegraph Newspaper.
7. If any business entity other than Sole Ownership...Must submit a copy of the GA Secretary of State's Business information Record.
8. If NON-PROFIT entity...Proof of Non-Profit Status.
9. Planning and Zoning Compliance Form.
10. Original Affidavit from the Macon-Bibb County Engineer's Department.
11. A legal description (Lease/Deed/etc.) of the property upon which premises are located.

Business Continuation

12. Please provide a list of the current, valid licenses issued to the named business; A record showing that all business license fees owed on the existing business have been fully paid, or a receipt showing payment thereof.
13. A statement, signed by the applicant, swearing, or affirming that the applicant has recently purchased the named business, or has a bona fide expectation of purchasing the named business soon; and
14. A record showing that all property taxes to date owned on the property have been fully paid, or a receipt showing payment thereof.

Rev.08/2023

Select One: ☒ New Business☐ Change of location☐ Change of Business**BUSINESS**Federal Tax ID #: 92-2498755 State Tax ID #: 20291495456Business Name: Guitarras mexican grill Corporate and Trade Name: EXPRESS LLCLocal Business Address: 5577 Thomaston Rd #500 Macon, GA 31220
(P.O. Box Not Allowed) City State ZipMailing Address: 5577 Thomaston Rd #500 Macon, GA 31220
(City State Zip)Local Business Phone #: (978) 283-1856 Email Address: guitarrasmexicangrillexpressllc@outlook.comContact Person: Luis Resendiz Contact Phone #: (978) 283-1856**AGENT**Agent's Name: Luis Resendiz Figueroa Agent's Title: OwnerDate of Birth: [REDACTED] Social Security Number: [REDACTED]**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: _____

Rev. 08/23



Georgia Department of Revenue
Department of Revenue Alcohol License Application
DOR Alcohol License Application

Business Information

Business Name: GUITARRAS MEXICAN GRILL EXPRESS LLC
 Business Type: LLC

Address Information

Location Address: 5577 THOMASTON RD # 500B MACON GA 31220-8135

Alcohol License Information

License Type: Consumption on Premises
 Start Date: 12-07-2023
 Beer: Yes
 Wine: Yes
 Liquor: Yes
 Airline or Railway Carrier: No
 Regional Economic Assistance Program: No
 Local Jurisdiction Type: County
 Local Jurisdiction: BIBB
 Arrest History: No

Local License / Fees	Fee Amount
Malt Consumed on Premises	\$800.00
Wine Consumed on Premises	\$700.00
Distilled Spirits Consumed on Premises	\$2,900.00
	\$4,400.00

Licensee Information

Licensee Type: Individual
 Licensee Name: RESENDIZ FIGUEROA, LUIS

Additional Information

Primary NAICS: 722511

Officers	Officer or Responsible Party
RESENDIZ FIGUEROA, LUIS I.	Both
RESENDIZ FIGUEROA, EVELIN Y.	Both
RESENDIZ FIGUEROA, LUIS I.	Responsible Party



Georgia Department of Revenue
Department of Revenue Alcohol License Application
DOR Alcohol License Application

Officers

RESENDIZ FIGUEROA, DAVID O.

Officer or Responsible Party

Responsible Party

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):	Luis Ivan Resendiz Figueroa		
Home Address:	167 Brookfield dr macon, GA 31210		
Sex	Race	Date of Birth	Social Security Number
male	White		



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



I, Luis Resendiz Figueroa, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.

Luis Resendiz Figueroa
Signature

12-04-2023
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

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>David O. Resendiz Figueroa</u>			
Home Address: <u>167 Brookfield dr Macon, GA 31210</u>			
Sex	Race	Date of Birth	Social Security Number
<u>Male</u>	<u>White</u>		



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



I, David Resendiz Figueroa give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.

Signature

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

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>Yesenia Evelin Mendoza</u>			
Home Address: <u>228 Jefferson Circle</u>			
Sex	Race	Date of Birth	Social Security Number
<u>Female</u>	<u>White</u>		



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



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

Evelin Mendoza
Signature

12-07-2023
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 <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: gn^{ll} Guitarras mexican Express LLC

Printed Name of Applicant: Luis Resendiz Figueroa

*Signature of Applicant: *Luis Resendiz Figueroa*

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 7 DAY OF December, 2023

Megan Foskey
NOTARY PUBLIC

March 21, 2027
MY COMMISSION EXPIRES



SAVE RESPONSE

Applicant Status: DACA - Temporary Employment Authorized

A non-national of the U.S. who has been granted administrative relief under the Deferred Action for Childhood Arrivals (DACA) program. Relief is granted for a specific period of time and during that period, the applicant is employment authorized if he or she has a valid employment authorization document. See the Guide to Understanding SAVE Verification Responses for additional information. Follow your agency's policy when determining whether this applicant is eligible for benefits.

SAVE Response Details

Case Verification Number

023335200132SN

Country of Birth

MEX - MEXICO

Employment Authorization Document (EAD) Expiration Date

5/15/2025

Revision of Law Code

33

Agency Submitted Details

Full Name

Luis Resendiz Figueroa

Date of Birth

[REDACTED]

Alien Number

[REDACTED]

Initiated On

12/01/2023

Initiated By

MSOT1465

Point of Contact Name

Megan Sotela

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: Glittaras Mexican Grill Express LLC
 Printed Name of Applicant: David Hernandez Figueroa
 *Signature of Applicant: [Signature]

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 07 DAY OF Dec., 2023

Jasmine Barnes
 NOTARY PUBLIC

03.11.2025
 MY COMMISSION EXPIRES



Applicant Status: DACA - Temporary Employment Authorized

A non-national of the U.S. who has been granted administrative relief under the Deferred Action for Childhood Arrivals (DACA) program. Relief is granted for a specific period of time and during that period, the applicant is employment authorized if he or she has a valid employment authorization document. See the Guide to Understanding SAVE Verification Responses for additional information. Follow your agency's policy when determining whether this applicant is eligible for benefits.

SAVE Response Details

Case Verification Number

1023342170134VT

Country of Birth

MEX - MEXICO

Employment Authorization Document (EAD) Expiration Date

13/02/2024

Provision of Law Code

133

Agency Submitted Details

Full Name

David Resendiz Figueroa

Date of Birth

[REDACTED]

Alien Number

[REDACTED]

Initiated On

12/08/2023

Initiated By

MSOT1465

Point of Contact Name

Megan Sotela

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: Guitarras Mexican Grill Express LLC
Printed Name of Applicant: Evelin Yesenia Mendoza
*Signature of Applicant: Evelin Mendoza

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 7 DAY OF December, 2023

Jasmine Barnes
NOTARY PUBLIC

03.11.2025
MY COMMISSION EXPIRES



Applicant Status: DACA - Temporary Employment Authorized

A non-national of the U.S. who has been granted administrative relief under the Deferred Action for Childhood Arrivals (DACA) program. Relief is granted for a specific period of time and during that period, the applicant is employment authorized if he or she has a valid employment authorization document. See the Guide to Understanding SAVE Verification Responses for additional information. Follow your agency's policy when determining whether this applicant is eligible for benefits.

SAVE Response Details

Case Verification Number

023342170459VS

Country of Birth

MEX - MEXICO

Employment Authorization Document (EAD) Expiration Date

6/15/2025

Revision of Law Code

33

Agency Submitted Details

Full Name

Evelin Yesenia Mendoza

Date of Birth

[REDACTED]

Alien Number

[REDACTED]

Initiated On

12/08/2023

Initiated By

MSOT1465

Point of Contact Name

Megan Sotela

MEASUREMENT FORM

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

APPLICANT: LUIS RESENDIZ FIGUEROA
PROPOSED LICENSE: BEER, WINE, AND LIQUOR CONSUMED ON PREMISES
BUSINESS LOCATION: 5577 THOMASTON RD. #500
BUSINESS NAME: GUITARRAS MEXICAN GRILL EXPRESS LLC.

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)

☒ 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 ☒ Not Applicable

By: John W. Hayes for
F. Charles Brooks - Macon-Bibb County Engineer

Date: 12/6/23

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.

Guitarras Mexican Grill Express

#5577 Thomaston Road

10,000' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Fulton Mill Road

7,350' — MHA housing unit property line

Martin Place

OK!

Paul J. Hainowski

December 6, 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
130857	457998	Print Legal Ad-IPL01363360 - IPL0136336		\$46.36	1	31 L

Attention: GUITARRAS MEXICAN
GUITARRAS MEXICAN RESTAURANT BAR AND GRILL
5577 THOMASTON RD
MACON, GA 31220

lisa@newmanandassociatesllc.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE RE-
QUEST 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 August 29, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Guitarras Mexican Restaurant Bar and Grill, 5577 Thomaston RD Macon, GA 31220. 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 August 22, 2023, Luis Resendiz
Figueroa
Applicant
IPL0136336
Aug 22/29 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:
08/22/23, 08/29/23

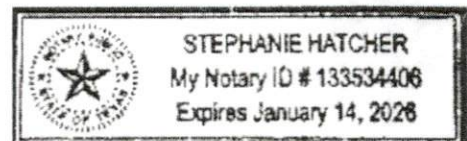
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 29th day of August 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-2023-1624	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 11/20/2023
ISSUED TO NAME:	Luis Resendiz	
	Guitarras Mexican Grill Express LLC	
PROPERTY OWNER'S NAME:	WF TOBESOFKEE CROSSING LLC	
PROPOSED USE:	New Business Application	
	restaurant	
ADDRESS OF PROPOSED USE:	5581 THOMASTON RD, MACON, GA 31220	
	AKA 5577 Thomaston Rd suite 500	
NEW CONSTRUCTION:	Yes	
MAP/PARCEL:	J007-0065	ZONING DISTRICT: C-4

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to operate a restaurant with alcohol consumed on premises in an existing multi-tenant commercial building. No awnings or additions authorized by this permit. No signage authorized by this permit; signage shall require a separate zoning permit. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY 11/20/2024

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.

Control Number : 23040892

STATE OF GEORGIA

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

CERTIFICATE OF ORGANIZATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

GITARRAS MEXICAN GRILL EXPRESS LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **02/15/2023** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **02/22/2023**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 2/15/2023 3:34:22 PM

BUSINESS INFORMATION

CONTROL NUMBER 23040892
BUSINESS NAME GUITARRAS MEXICAN GRILL EXPRESS LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 02/15/2023

PRINCIPAL OFFICE ADDRESS

ADDRESS 509 CANDLEWICK CT, MACON, GA, 31220, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
LUIS IVAN RESENDIZ FIGUEROA	509 CANDLEWICK CT, MACON, GA, 31220, USA	Bibb

ORGANIZER(S)

NAME	TITLE	ADDRESS
DAVID O RESENDIZ FIGUEROA	ORGANIZER	509 CANDLEWICK CT, MACON, GA, 31220, USA
EVELIN Y RESENDIZ FIGUEROA	ORGANIZER	509 CANDLEWICK CT, MACON, GA, 31220, USA
LUIS IVAN RESENDIZ FIGUEROA	ORGANIZER	509 CANDLEWICKCT, MACON, GA, 31220, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE LUIS IVAN RESENDIZ FIGUEROA
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: Guitarras Mexican Grill Name of Corporation: EXPRESS LLC

If publicly traded, Stock Symbol and Name of one Listing Exchange: _____

Individual:

Name and Title: Luis Resendiz Figueroa Telephone Number: (478)-283-1856

Date of Birth: [REDACTED] Social Security Number: [REDACTED]

Residential Street Address: 167 Brookfield dr macon, GA 31210

Mailing Address: 167 Brookfield dr macon, GA 31220

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 (LLLP)
 - ☐ 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: 3
 - ☐ Member holdings 33.33% 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: _____

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: _____ Name of Corporation: Quetzarus Mexican Express LLC

If publicly traded, Stock Symbol and Name of one Listing Exchange: _____

Individual:

Name and Title: David O. Beendiz Figueroa - member Telephone Number: (478) 952-9770

Date of Birth: _____ Social Security Number: _____

Residential Street Address: 509 Candlewick CT, Macon, GA 31220

Mailing Address: 509 Candlewick CT, Macon, GA 31220

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 (LLLP)
 - ☐ 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: 3
 - ☐ Member holdings 33.3 % 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: _____

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: _____ Name of Corporation: Guitarras Mexican Grill Express LLC

If publicly traded, Stock Symbol and Name of one Listing Exchange: _____

Individual:

Name and Title: Yesenia Mendoza / member
Evelin Rosendo Telephone Number: (773) 954-1075

Date of Birth: _____ Social Security Number: _____

Residential Street Address: 509 Candlewick CT, mason, MA. 01220

Mailing Address: 228 Jefferson Circle

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 (LLLP)
 - ☐ 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: 3
 - ☐ Member holdings 33% 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: _____



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office
PO Box 4503
Macon, GA 31208-4503

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Luis Last Name: Resendiz Figueroa
Home Address: 167 Brookfield City: Macon State: GA Zip: 31210
Home Phone #: 478-283-1856 Email: resendizluis4@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 167 Brookfield dr City: Macon State: GA Zip: 31210

- ☒ 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 photograph of applicant
☒ \$25 money order, cashier check, check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner

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.

Luis Resendiz Figueroa
Applicant's Signature

12-07-2023
Date

I hereby certify that Luis Resendiz Figueroa 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 7 day of December, 20 23

Megan Foskey
NOTARY PUBLIC



March 21, 2027
MY COMMISSION EXPIRES



Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

LUIS RESENDIZ FIGUEROA

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2023-12-01

Serial No.

cert_zqpgp5ln





Luis Resendiz Figueroa



AH001150

ALCOHOL HANDLER

EXP: 12/31/2024



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office
PO Box 4503
Macon, GA 31208-4503

Alcohol Handler's Beverage License Application

APPLICANT

First Name: David Last Name: Resendiz Figueroa
Home Address: 167 Brookfield Dr City: Macon State: GA Zip: 31220
Home Phone #: 478-952-9770 Email: resendiz4231@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 167 Brookfield Dr City: Macon State: GA Zip: 31220

- ☒ 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 photograph of applicant
☒ \$25 money order, cashier check, check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner

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.

[Signature]
Applicant's Signature

Dec 7, 2023
Date

I hereby certify that David Figueroa 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 7 day of December, 2023

Jasmi Barnes
NOTARY PUBLIC



03.11.2025
MY COMMISSION EXPIRES



Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

DAVID RESENDIZ FIGUEROA

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2023-12-07

Serial No.

cert_f8xb8x51





David Resendiz Figueroa



AH001151

ALCOHOL HANDLER

EXP: 12/31/2024



Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office
PO Box 4503
Macon, GA 31208-4503

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Evelin Last Name: Mendoza
Home Address: 228 Jefferson Circle City: Macon State: GA Zip: 31220
Home Phone #: 478-954-1075 Email: evelinyesenia6.er@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 228 Jefferson Circle City: Macon State: GA Zip: 31220

- ☒ 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 photograph of applicant
- ☒ \$25 money order, cashier check, check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner

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.

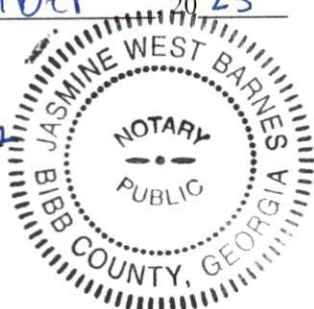
Evelin Mendoza
Applicant's Signature

12-07-2023
Date

I hereby certify that Evelin Mendoza 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 7 day of December 2023

Jasmine Barnes
NOTARY PUBLIC



03.11.2025
MY COMMISSION EXPIRES



Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

EVELIN MENDOZA

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2023-12-07

Serial No.

cert_thf68gq4





Evelin Mendoza



AH001152

ALCOHOL HANDLER

EXP: 12/31/2024

SHOPPING CENTER LEASE

LANDLORD: **WF TOBESOFKEE CROSSING LLC,
A DELAWARE LIMITED LIABILITY COMPANY**

TENANT: **LUIS RESENDIZ FIGUEROA, AN
INDIVIDUAL, AND GIOVANNA PINA,
AN INDIVIDUAL**

PROPERTY ADDRESS: **5577 THOMASTON ROAD #500B,
MACON, GA 31220**

LANDLORD'S PROPERTY NO.: **7915-1100**

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EXHIBIT "A"
EXHIBIT "B"
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GUARANTY OF LEASE

SITE PLAN
LANDLORD'S WORK
SIGN CRITERIA

SHOPPING CENTER LEASE

THIS SHOPPING CENTER LEASE (hereinafter the "**Lease**") is dated, for reference purposes only, January 26, 2023, and is entered into by and between WF TOBESOFKEE CROSSING LLC, a Delaware limited liability company (hereinafter "**Landlord**"), and LUIS RESENDIZ FIGUEROA, an individual and GIOVANNA PINA, an individual (hereinafter "**Tenant**").

BASIC LEASE PROVISIONS

- | | | |
|---|---|-----------------|
| A. Shopping Center: | The Premises is located in or may be part of a multi-use shopping center commonly known as 7915 - Tobesofkee Crossing; Landlord Property No. 7915-1100. | |
| B. Premises: | The premises is commonly known by the address of 5577 Thomaston Road #500B, Macon, GA 31220 | (Section 2.1) |
| C. Square Footage of the Premises: | Approximately 2,500 square feet | (Section 2.1) |
| D. Commencement Date: | On the date Landlord delivers possession of the Premises to Tenant | (Section 2.2) |
| E. Lease Term: | The lease term (hereinafter " Lease Term ") shall commence on the Commencement Date and shall expire one hundred twenty (120) months after the Rent Commencement Date. | (Section 2.2) |
| F. Rent Commencement Date: | The earlier to occur of (a) the date on which Tenant first opens the Premises for business or (b) ninety (90) days after the Commencement Date. | (Section 2.2) |
| G. Minimum Rent: | \$5,000.00 | (Section 3.1) |
| H. CAM Estimate: | \$1,475.00 | (Section 18.1) |
| I. Percentage Rent: | An amount equal to six percent (6%) times the amount by which Tenant's Gross Sales exceed the amount equal to Minimum Rent previously paid by Tenant for the given calendar quarter divided by the foregoing percent. | (Section 3.2) |
| J. Permitted Use: | Tenant shall use the Premises solely for the purpose of operating therein a full-service Mexican restaurant and for no other use or purpose (hereinafter, the " Permitted Use "). | (Section 6.1) |
| K. Trade Name: | Guitarras Mexican Grill; Tenant's trade name shall not be changed without Landlord's written consent. | |
| L. Security Deposit: | \$6,475.00 | (Article 5) |
| M. Radius: | 3 miles. | (Section 21) |
| N. Landlord's Address For Notices: | WF TOBESOFKEE CROSSING LLC
c/o Westwood Financial
440 Ernest Barrett Parkway, Suite 40
Kennesaw, GA 30144
Attention: Property Management

<u>With a copy of notices to:</u>

WF TOBESOFKEE CROSSING LLC
c/o Westwood Financial
5500 Greenville Avenue, Suite 602
Dallas, TX 75206
Attention: Legal Department | (Section 31.14) |
| O. Tenant's Address For Notices: | LUIS RESENDIZ FIGUEROA and GIOVANNA PINA
509 Candlewick Court,
Macon, GA 31220
Phone Number: 478-954-4748
Email: resendizluis4@gmail.com
Attention: Luis Resendiz Figueroa | (Section 31.14) |
| P. Address For Payment of Rent: | WF TOBESOFKEE CROSSING LLC
c/o Westwood Financial
P.O. Box 31080
Tampa, Florida 33630 | (Section 3.1) |
| Q. Landlord's Broker(s): | Olivia Baddour | |

R. Tenant's Broker(s): None.

S. Primary Use: See Section 1.1 (Section 1.1)

1. SPECIAL LEASE PROVISIONS.

1.1 Primary Use.

(a) Provided Tenant is not in Default under this Lease and is open for business in accordance with its Permitted Use, Tenant shall, during the initial Lease Term (but not during any holdover, renewal, or option period) have the exclusive right within the Shopping Center to engage in the operation of a full service Mexican restaurant (hereinafter the "**Primary Use**"). The Primary Use shall be terminated and of no further force or effect if: (1) Tenant fails to timely cure any Default under the Lease within the grace periods set forth therein; (2) at any time during the Lease Term or any extension thereof Tenant devotes less than seventy-five percent (75%) of its sales area to the Primary Use; or (3) Tenant assigns its interest in this Lease or sublets twenty-five percent (25%) or more of the floor area of the Premises. If Landlord incurs any liability, claim or damage because of the Primary Use under a claim of antitrust, restraint of trade or other similar claim, Tenant shall indemnify, defend, and hold Landlord harmless for all such liabilities, claims or damages, including reasonable attorneys' fees and expenses.

(b) The foregoing Primary Use restriction shall not apply to: (1) any tenant or occupant (or their successors or assigns) operating in the Shopping Center as of the Commencement Date; (2) any replacement tenant or occupant (or their successors or assigns) of a space with a permitted use which is the same or substantially same as the permitted use of the previous tenant or occupant of such space, provided that the lease or agreement of such previous tenant or occupant was in effect at any time within twenty-four (24) months prior to the effective date of the lease or agreement with such replacement tenant or occupant; (3) any tenant now or hereafter at the Shopping Center if such tenant occupies a space or store of ten thousand (10,000) square feet or greater; (4) any business or tenant at the Shopping Center that devotes less than twenty-five percent (25%) of the sales area of such premises to the Primary Use, or on annual basis, derives less than twenty-five percent (25%) of its gross sales within such premises from sales generated by the Primary Use; and/or (5) any tenant or occupant of any portion of the Shopping Center not owned by Landlord.

(c) Notwithstanding anything herein to the contrary, in the event another tenant or occupant (other than as permitted by subsection (b) above) at the Shopping Center violates a provision of its lease or license agreement regarding its premises, which either does not permit or specifically prohibits a use that violates the Primary Use (the "**Violation**"), Tenant's remedies shall be limited to those set forth hereafter.

Tenant shall provide written notice to Landlord of the Violation (the "**Violation Notice**"), and within thirty (30) days of receipt of the Violation Notice, Landlord shall provide notice of the Violation to such other tenant or occupant. Thereafter, if such tenant or occupant does not correct the Violation, Landlord shall use its good faith efforts to enforce its rights under such lease or license agreement. Landlord shall not be required to pursue legal action or file a lawsuit against such tenant or occupant and Tenant shall not have any remedies, monetary, injunctive, or otherwise, against Landlord for another tenant's or occupant's violation of the Primary Use restriction, nor shall Tenant be entitled to any rental offset or credit as a result of such Primary Use violation.

If Landlord does not commence legal action against the violating tenant or occupant within ninety (90) days following receipt of the Violation Notice, and the Violation remains uncured, Tenant's sole remedy shall be to terminate this Lease. To be effective, such termination notice must: (a) specify a termination date not less than thirty (30) days from the date of delivery of such termination notice to Landlord; and (b) be received by Landlord not more than one hundred twenty (120) days from the date Landlord received the Violation Notice. If Tenant so elects to terminate this Lease in accordance with the terms and conditions set forth in this paragraph, Tenant shall continue to be liable for payment for all Rent through and including the Lease termination date as well as for such provisions of the Lease as may survive the expiration or earlier termination of the Lease in accordance with the stated terms of such provisions.

If Landlord does commence legal action against the violating tenant or occupant within ninety (90) days following receipt of the Violation Notice and such legal action is ultimately resolved in a manner which allows the Violation to continue, Tenant's sole remedy shall be to terminate this Lease. To be effective, such termination notice must: (x) specify a termination date not less than thirty (30) days from the date of delivery of such termination notice to Landlord; and (y) be received by Landlord not more than one hundred eighty (180) days from the date Landlord notified Tenant that such legal action has been resolved in a manner which allows the Violation to continue. If Tenant so elects to terminate this Lease in accordance with the terms and conditions set forth in this paragraph, Tenant shall continue to be liable for payment for all Rent through and including the Lease termination date as well as for such provisions of the Lease as may survive the expiration or earlier termination of the Lease in accordance with the stated terms of such provisions.

2. PREMISES/TERM.

2.1 Premises. Landlord leases to Tenant, and Tenant leases from Landlord, the Premises, for the Lease Term, at the rental rate, and upon all of the terms, covenants and conditions set forth in this Lease. The Premises is measured from the outside of all exterior walls and/or storefront glass surfaces and the mid-point of shared interior demising walls as shown as the cross-hatched area on the site plan attached hereto as Exhibit "A" ("**Site Plan**") and made a part hereof. Tenant acknowledges and agrees that Site Plan consists of an approximation of the present location and size of the Premises and the surrounding property, and Tenant further acknowledges that it has not relied on the Site Plan in making its decision to enter into this Lease. It is expressly understood that the use of the roof and faces of exterior walls is expressly reserved to Landlord. The square footage set forth above in Paragraph C of the Basic Lease Provisions is an approximation which Landlord and Tenant agree is reasonable and for purposes of this Lease shall be deemed to equal such amount. In the event it is determined at any time that the square footage of the Premises is greater or less than the amount estimated, neither Landlord nor Tenant shall be entitled to any credit, reduction or reimbursement for or relating to any past, present or future Minimum Rent.

2.2 Term. The Lease Term shall commence on the Commencement Date and shall be for a period of time equal to the Lease Term specified above in the Basic Lease Provisions and expiring on the last day of such period (the "**Expiration Date**"); provided however, that in the event the Rent Commencement Date falls on a date other than the first day of a month, the Lease Term hereof shall be extended to the last day of the month in which the Lease Term would otherwise expire. Possession shall be deemed given upon Landlord's notice to Tenant that Premises is ready to be delivered (with keys or other means of entry available) to Tenant. Notwithstanding the Commencement Date, the Lease is a binding agreement upon execution and delivery of this Lease by US mail, overnight courier, personal delivery, or electronic mail by both Landlord and Tenant, and execution of any applicable guaranty by all guarantors, if any (hereinafter the "**Lease Effective Date**"). Further, neither the Commencement Date nor the Rent Commencement Date shall be delayed, nor shall the Lease Term be extended in the event that Tenant fails to timely deliver to Landlord proof, pursuant to Article 14, that Tenant has obtained all of the insurance required of it under this Lease. Landlord shall deliver a confirmation of the term of the Lease setting forth the Commencement Date, Rent Commencement Date and Lease expiration date ("**Confirmation of**

Lease Term) to Tenant after the Commencement Date. Landlord's failure to deliver the Confirmation of Lease Term shall not affect the Commencement Date.

2.3 Delay in Possession. If for any reason Landlord cannot deliver possession of the Premises to Tenant, Landlord shall not be subject to any liability therefore, nor shall such failure affect the validity of this Lease or the obligations of Tenant hereunder, except as otherwise expressly set forth herein. In the event that Landlord has not delivered possession of the Premises to Tenant on or before the date that is twelve (12) months after the Lease Effective Date, then either Tenant or Landlord may terminate this Lease by giving written notice to the other party, which notice must be given no later than ten (10) days after the expiration of said twelve (12) month period and prior to delivery of possession of the Premises to Tenant.

3. RENT.

3.1 Minimum Rent.

(a) Except as set forth in Article 4, below, commencing on the Rent Commencement Date and thereafter, Tenant shall pay to Landlord minimum rent (hereinafter the **"Minimum Rent"**) in advance, on the first (1st) day of each succeeding calendar month in the sum as set forth in Paragraph G of the Basic Lease Provisions and as hereinafter adjusted, without notice or demand, deduction or offset. Said Minimum Rent shall be paid to Landlord in lawful money of the United States of America at the address set forth in Paragraph P of the Basic Lease Provisions or to such other entity or at such other address as Landlord may from time to time designate in writing.

At Landlord's election, Tenant shall pay Rent, as defined in Section 3.3 below, to Landlord using an electronic funds transfer initiated by Tenant from Tenant's bank account to an automated clearing house (**"ACH"**) account established by Landlord, for payment on the due date, subject to such additional payment instructions as Landlord may provide to Tenant. If Landlord accepts Rent by check, then in the event any check given to Landlord by Tenant is not honored when first presented to the bank upon which it is drawn, or Tenant more than twice in any calendar year fails to pay the Minimum Rent and Additional Rent when first due, Landlord, at its option, may require all subsequent payments of Rent to be paid by cashier's check or wire transfer and/or require Tenant to pay all Rent and Additional Rent in advance, in quarterly installments. Upon Tenant's execution of this Lease, Tenant shall deliver to Landlord an amount equal to the total of: (a) the first full month's installment of Minimum Rent, the first full month's CAM Estimate, pole or monument sign rental and rental taxes, if applicable, and all other sums required to be paid by Tenant pursuant to and upon execution of this Lease (collectively, the **"Prepaid Rent"**); and (b) the Security Deposit. The Prepaid Rent shall be applied to the first full calendar month following the Rent Commencement Date (the **"First Full Month"**). If the Rent Commencement Date occurs on a date other than the first day of a calendar month, Minimum Rent for the period from the Rent Commencement Date to the last day of the calendar month in which the Rent Commencement Date falls will be prorated and Tenant shall pay such prorated Minimum Rent to Landlord on or before the first day of the First Full Month.

(b) The monthly Minimum Rent shall be as set forth below, with **"Month 1"** to commence on the Rent Commencement Date; provided that, if the Rent Commencement Date occurs on a date other than the first day of a calendar month, Month 1 will end on the last day of the first full calendar month immediately following the Rent Commencement Date. If the Rent Commencement Date occurs on a date other than the first day of a calendar month, the Rent due for the period commencing from the Rent Commencement Date to the last day of the calendar month in which the Rent Commencement Date falls will be prorated.

Months 1 - 12	\$5,000.00	per month
Months 13 - 24	\$5,150.00	per month
Months 25 - 36	\$5,304.50	per month
Months 37 - 48	\$5,463.64	per month
Months 49 - 60	\$5,627.54	per month
Months 61 - 72	\$5,796.37	per month
Months 73 - 84	\$5,970.26	per month
Months 85 - 96	\$6,149.37	per month
Months 97 - 108	\$6,333.85	per month
Months 109 - 120	\$6,523.87	per month

3.2 Percentage Rent.

(a) In addition to the Minimum Rent to be paid by Tenant pursuant to Section 3.1, Tenant shall pay to Landlord, at the time and in the manner herein specified, an amount equal to the percentage set forth in Paragraph I of the Basic Lease Provisions times the amount of Tenant's Gross Sales (as hereinafter defined) made in, upon, or from the Premises during each calendar quarter of the Lease Term in excess of the then applicable natural breakpoint (i.e., the Minimum Rent for said calendar quarter divided by the percentage set forth in Paragraph I of the Basic Lease Provisions) (hereinafter the **"Percentage Rent"**).

(b) Within twenty (20) days after the end of each calendar quarter following the date Tenant opens for business at the Premises, Tenant shall furnish to Landlord a statement in writing, certified as true and correct under penalty of perjury by Tenant or a qualified accounting or bookkeeping representative of Tenant, showing the Gross Sales made in, upon, or from the Premises during the preceding calendar quarter (hereinafter, the **"Gross Sales Report"**). Tenant shall accompany each Gross Sales Report with a payment to Landlord equal to the Percentage Rent for such prior calendar quarter. Further, and within thirty (30) days after the end of each calendar year of the Lease Term hereof, and within thirty (30) days after the date on which the Lease Term expires (hereinafter, the **"Final Gross Sales Report"**), Tenant shall furnish to Landlord a Gross Sales Report for the Gross Sales made during such calendar year, or, in the case of the Final Gross Sales Report, made for the period from January 1 of such calendar year through the date on which the Lease Term expires, and Tenant shall accompany each such Gross Sales Report with a payment to Landlord equal to any underpaid or non-paid Percentage Rent for the calendar year or partial calendar year in question. If, at the end of any calendar year, the total amount of Percentage Rent paid by Tenant exceeds the total amount of Percentage Rent required to be paid by Tenant with respect to such calendar year, Tenant shall receive a credit equal to such excess which may be deducted by Tenant from the next payment of Rent (as defined below) due hereunder, or refunded to Tenant if there is no remaining Lease Term. Tenant agrees to pay Landlord, as Additional Rent, the sum of One Hundred and 00/100 Dollars (\$100.00) for each Gross Sales Report not timely submitted, but such fee for late reporting shall not relieve Tenant from reporting its Gross Sales or paying any Percentage Rent due. The parties hereby agree that such amount represents a fair and reasonable estimate of the cost which Landlord will incur by reason of such delay. Notwithstanding the foregoing, Tenant's payment of such amount shall not deprive Landlord of any other rights and remedies available to it under this Lease, at law or in equity as a result of Tenant's breach of its obligations described herein.

(c) The term **"Gross Sales"** as used in this Lease shall include the entire gross receipts of every kind and nature from sales and services made in, upon, or from the Premises, whether upon credit or for cash, in every department operating in the Premises, whether operated by Tenant or by a subtenant or subtenants, or by a concessionaire or concessionaires, and including all orders secured, received or filled in, at or from the Premises by telephone, mail, internet/electronic/mobile/online sales, house-to-house or other canvassing, lottery sales (including revenues and bonuses paid to Tenant), license fees, catalogue sales or by any other means by personnel operating from, reporting to, or under the supervision of any employee, agent, or representative located at or operating out of the Premises, or which Tenant in the normal and customary course of its operations would credit or attribute to its business in the Premises, whether or not such orders are filled elsewhere, excepting therefrom any rebates and/or refunds to customers and the amount of all sales tax receipts and other receipts which have to be accounted for and paid by Tenant to a governmental agency. Sales upon credit shall be deemed cash sales and shall be included in the Gross Sales for the period in which the merchandise is delivered to the customer, whether or not title to the merchandise passes with delivery.

(d) Tenant shall keep full, complete and proper books, records and accounts, including cash register printed receipts, of its daily Gross Sales, both for cash and credit, of each separate department and source of income operated at any time in the Premises. Landlord and its agents and employees shall have the right at all times, during regular business hours, to examine and inspect all of the books and records of Tenant, including any sales tax reports pertaining to the business of Tenant conducted in, upon or from the Premises, for the purpose of investigating and verifying the accuracy of any Gross Sales Report. Landlord may once in any calendar year cause an audit of Tenant's business to be made and Tenant shall immediately reimburse Landlord for all of Landlord's costs associated with such audit. If such audit shall disclose any willful or substantial inaccuracies by Tenant, Landlord may, at its sole option, declare a Breach (as hereinafter defined) of this Lease and may thereafter invoke or pursue all remedies set forth in Article 22 and/or under Applicable Law (as hereinafter defined) or in equity. Tenant shall keep all of the above-described records for a period of three (3) years. Any audit or inspection of Tenant's books and records may take place, at Landlord's option, at the Premises, Landlord's place of business, and/or at such other location within the county in which the Premises is located, and the audit may be conducted by an accountant or representative of Landlord's selection. Further, and in the event that Percentage Rent is payable by Tenant pursuant to this Lease, if any audit discloses that a Gross Sales Report previously made to Landlord was inaccurate, then there shall be an adjustment and Tenant shall pay to Landlord on demand such sums (hereinafter the "**Overdue Percentage Rent**") as may be necessary to settle in full the accurate amount of the Percentage Rent that should have been paid for the period or periods covered by such inaccurate Gross Sales Report(s). The amount of Overdue Percentage Rent will be subject to a late charge, per Section 24.1, plus interest at the Interest Rate from the date such Overdue Percentage Rent should originally have been paid (had the Gross Sales not been understated) until such Overdue Percentage Rent is paid.

3.3 Additional Rent. In addition to the Minimum Rent, Tenant shall pay as "**Additional Rent**" from and after the Rent Commencement Date all other sums of money or charges required to be paid pursuant to the terms of this Lease. All monetary obligations of Tenant, including without limitation Minimum Rent, Additional Rent and Percentage Rent are deemed to be rent ("**Rent**").

4. POSSESSION AND CONDITION OF THE PREMISES.

Subject to Article 2 and Tenant's compliance with its insurance obligations under Article 14, possession of the Premises will be given to Tenant on the Commencement Date. Tenant acknowledges that it has examined the Premises and that Landlord has delivered and Tenant has accepted the Premises in its "**AS IS**" condition as of the Commencement Date and throughout the Lease Term except that prior to delivery of the Premises to Tenant, Landlord will substantially complete Landlord's Work as described on Exhibit "B", if any. In no event shall Landlord be liable for any defect in the Premises or for any limitation on Tenant's use of the Premises. Tenant acknowledges that: (a) it has been advised by Landlord to satisfy itself with respect to the condition of the Premises (including, but not limited to, the information technology infrastructure, electrical, HVAC and other air-handling equipment, and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Law), its suitability, physical condition, compatibility or any other matter affecting or relating to Tenant's intended use, and Tenant's ability to obtain permits or licensing required for transacting its business in the Premises including, without limitation, building, occupancy, use and other governmental permits and/or approvals required in connection with the construction of Tenant's Work and a certificate of occupancy for the Premises upon completion thereof (or an equivalent if the governmental authority having jurisdiction does not issue certificates of occupancy), and (b) neither Landlord or Landlord's agents have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. No later discovery by Tenant that the Premises are unsuitable for Tenant's intended use, or that Tenant is unable to use the Premises for Tenant's intended use for any reason, shall relieve Tenant from any of Tenant's obligations, including payment of Rent when due, pursuant to this Lease.

5. SECURITY DEPOSIT.

Tenant, contemporaneously with the execution of this Lease, has deposited with Landlord the sum as prescribed in Paragraph L of the Basic Lease Provisions, said deposit being given to secure the faithful performance by Tenant of all of the terms, covenants and conditions of this Lease (hereinafter the "**Security Deposit**"). Tenant agrees that if Tenant shall fail to pay any amounts herein payable under the Lease, the Security Deposit may, at the option of Landlord (but not be required to) be applied to any amount due and unpaid, and if Tenant violates any of the other terms, covenants, and conditions of this Lease, the Security Deposit may be applied to any damages suffered by Landlord as a result of Tenant's Default (as hereinafter defined), to the extent of the amount of damages suffered. Nothing in this Article 5 shall in any way diminish or be construed as waiving any of Landlord's other remedies under this Lease, by law or in equity. Should all or any part of the Security Deposit be applied by Landlord as herein provided, Tenant shall within five (5) days of Landlord's written demand, deposit with Landlord, cash sufficient to restore the Security Deposit to its original amount. After the Expiration Date or earlier termination of this Lease, Landlord shall return the Security Deposit to Tenant less: (i) any portion of the Security Deposit which may have been previously applied or expended by Landlord to remedy or cure any Default or Breach on the part of Tenant hereunder, (ii) any unpaid Rent, (iii) any amount expended by Landlord pursuant to Section 8.8 below, and (iv) any other amount owed to Landlord by Tenant as of the Expiration Date or earlier termination of this Lease. Landlord shall have the right to commingle or invest the Security Deposit, and in no event shall Tenant be entitled to receive any interest or income thereon. Landlord shall deliver the Security Deposit to the purchaser of Landlord's interest in the Premises in the event such interest be sold, and thereupon Landlord shall be discharged from further liability with respect to the Security Deposit. Tenant hereby waives any Applicable Law inconsistent with the provisions of this Article 5.

6. USE AND LIMITATIONS.

6.1 Use. The Premises shall be used and occupied by Tenant solely for the Permitted Use as described in Paragraph J of the Basic Lease Provisions and for no other purpose whatsoever and: (a) in accordance with all Applicable Law including but not limited to all present and future zoning laws, rules and regulations of governmental authorities having jurisdiction thereof; (b) subject to all covenants, conditions, restrictions, easements and rights of way of record, if any, which are presently in existence or hereafter consented to in writing by Landlord; (c) subject to all other exclusive uses of other tenants and occupants of the Shopping Center now in effect or hereafter granted by Landlord, and (d) in full compliance with all documents and agreements which contain terms and provisions applicable to Tenant's occupancy and use of the Premises. Notwithstanding anything to the contrary in this Lease, Landlord, in its sole and exclusive discretion, may withhold its consent to a request to change the Permitted Use for any reason, or for no reason. Tenant agrees that the entire operation of its business including but not limited to the appearance of the employees and the advertising and circularization, if any, shall be conducted in a first-class manner at least equal to comparable operations in other comparable buildings. Tenant's consent shall not be required for the creation of any covenants, easements or rights of way affecting the Premises or the Shopping Center which are created or required by the action of any governmental authority.

6.2 Uses Prohibited. Tenant shall not do or permit anything to be done in or about the Premises which will in any way adversely affect any other tenant or occupant within the Shopping Center, obstruct or interfere with the rights of other tenants or occupants within the Shopping Center or injure or annoy them or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose (including, without limitation, cultivation, distribution, storage, display or sale of marijuana, cannabis or related paraphernalia and products, which is strictly prohibited).

7. SIGNS.

7.1 Signs and Storefront. Without Landlord's prior written consent, Tenant shall not: (a) install any exterior lighting or plumbing fixtures, shades or awnings, fences, structures, exterior decorations or signs, or make any changes to the storefront; (b) erect or install any window signs, door signs, advertising media, window or door lettering, trademarks, placards or any other like items on the exterior of the Premises; (c) keep or display any merchandise on, or otherwise obstruct, the sidewalks or other Common Areas of the Shopping Center; (d) affix, place, or maintain on either side of any storefront window or within the interior of the Premises any paper signs, cardboard signs, advertising placards, descriptive material or other like items within twelve (12) feet of the front entrance to the Premises that can be seen from the Common Areas of the Shopping Center keeping the show windows and all signs in a neat and clean condition; (e) use any advertising or other media objectionable to Landlord or other tenants, such as loudspeakers,

phonographs, or radio broadcasts that can be heard outside the Premises, nor install or maintain any flashing, revolving, neon, fiber optic or other lighting deemed distracting by Landlord anywhere within or upon the Premises or Common Areas of the Shopping Center; or (f) affix or install any type of sunscreen, tinting film, solar screen or similar product to any window or door glass of the Premises. Without limiting Landlord's remedies under this Lease, at law or in equity, Landlord may, at Tenant's cost, remove any item or sign erected in violation of this Section or Applicable Law.

Tenant, at its sole cost and expense, shall install its signage on the fascia of the Premises, which sign shall (i) be in strict conformity with any guidelines or sign criteria adopted by Landlord, including, without limitation, the sign criteria set forth in Exhibit "E" attached hereto, (ii) be subject to Landlord's prior written approval, and (iii) be in accordance with Applicable Laws. Prior to fabrication of any Tenant's fascia signage, Tenant shall submit its sign package for Tenant's fascia signage to Landlord for approval including within fourteen (14) days following the Lease Effective Date for Tenant's initial fascia signage. Tenant shall install its fascia signage on the exterior of the Premises on or before the Rent Commencement Date. Within sixty (60) days following Landlord's notice, Tenant shall, at its sole cost and expense, remodel or replace Tenant's store signs to conform with the then current sign criteria for the Shopping Center, subject to this Section 7.1.

8. MAINTENANCE AND REPAIRS.

8.1 Nuisance Control. Tenant shall, at Tenant's sole cost and expense, take all steps necessary (including without limitation those required by Landlord or any governmental entity having jurisdiction over the Premises, the Shopping Center or Tenant's business) to prevent and shall not allow any loud music, noise, vibrations, sounds, odors, fumes, water or other liquids, waste or similar nuisances (collectively, "Nuisance") to emanate from the Premises (such steps to include, without limitation, installation of additional ventilation fans, installation of sufficient sound insulating materials in common walls, mullions and storefront windows, if necessary, and ensuring that all walls are constructed and insulated to the roof deck) and/or disturb any other tenants in the Shopping Center or their customers, guests, employees or invitees, or interfere in any way with such other tenants' business or the use of the Common Areas. Tenant is responsible for all damage and liability incurred by Landlord and other tenants or occupants of the Shopping Center which result from Tenant's violation of this Section, and Tenant hereby agrees to defend, indemnify and hold Landlord harmless from all claims, liabilities and/or damages arising directly or indirectly from Tenant's violation of this Section. In the event of a violation of this Section 8.1, which includes Tenant's failure to immediately take all actions directed by Landlord to mitigate or eliminate any Nuisance to Landlord's satisfaction, Tenant acknowledges and agrees that in addition to any and all remedies under this Lease at law or in equity, Landlord may seek a temporary and/or permanent restraining order or injunction to enjoin Tenant from causing, continuing, allowing and/or maintaining any Nuisance, and Tenant agrees it shall be responsible for all of Landlord's costs in connection therewith, including any reasonable attorney's fees and all bonding costs.

8.2 Tenant's Maintenance and Repairs. Subject to the provisions of Section 8.3, Tenant shall keep the Premises and every non-structural part thereof, in good order, condition and repair, making all interior repairs and replacements, above or below ground, whether ordinary or extraordinary and whether or not the need for such repairs or replacements occurs as a result of Tenant's use, any prior use, the elements or the age of such portion of the Premises, including without limiting the generality of the foregoing, all work done by Landlord, if any, to deliver the Premises, all heating, ventilation and air-conditioning systems ("HVAC"), plumbing, electrical wiring, conduits, glazing, electrical lighting facilities and equipment from time to time within the Premises, fixtures, interior walls, ceilings, roof, floors, storefront, thresholds, weather-stripping, window casements, windows, doors, plate glass and sky lights located within or upon the Premises. Tenant shall also keep, maintain and repair all alterations, additions or improvements to the Premises made by Tenant as provided in Article 9. Tenant shall keep the Premises free from insects, rodents and other pests, and shall cause a licensed pest control company to perform extermination services not less often than quarterly, and Tenant shall be responsible for the cost of any extermination or preventive measures in any areas adjoining the Premises necessitated as a result of infestation within the Premises. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant; if Tenant fails to repair such damage after notice from Landlord, Landlord may cause the damage to be repaired and Tenant shall immediately reimburse Landlord for the costs of such repair as Additional Rent, plus fifteen percent (15%) to cover Landlord's overhead and administrative costs. Tenant shall repair and/or replace any damage to the Premises caused by breaking and entering or the criminal acts or negligence of any third party.

8.3 Landlord's Maintenance and Repairs. Landlord shall, as part of CAM Expenses (as defined in Section 18.4), keep in good order, condition and repair the foundations, exterior walls (excluding the interior of all walls and the exterior or interior of any windows, doors, plate glass, and display windows but including repainting of the exterior walls), roof (subject to Section 9.3 below, including the repair and/or replacement, but excluding interior ceilings), and any plumbing or sewage main lines (only beyond the point at which Tenant's plumbing or sewage lines connect to such main lines), or other utilities servicing more than one tenant of such building, except for any damage thereto caused by any act, negligence or omission of Tenant or Tenant's employees, agents, contractors or customers, and except for reasonable wear and tear and except for any structural alterations or improvements required by any governmental agency by reason of Tenant's use or occupancy of the Premises. Landlord may, in its sole and absolute discretion, retain service and/or maintenance companies or others to inspect, service and maintain the roof or other components of the Shopping Center on a regular periodic inspection and service basis. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure continues for more than thirty (30) days after Tenant's written notice to Landlord of the need of such repairs or maintenance and Landlord has made no attempt to make such repairs, unless Landlord determines such work is unnecessary and/or the responsibility of Tenant. There shall be no abatement of Rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of or Landlord's failure to make any repairs, alterations or improvements in or to any portion of the building or the Premises or in or to its fixtures, appurtenances and equipment therein.

8.4 Tenant's Failure. If Tenant fails to perform Tenant's obligations under this Article 8, Landlord may, at its option (without obligation), enter upon the Premises after prior written notice to Tenant of the specific failure of Tenant under this Article 8 (or immediately, and without notice, in the event of an emergency), and put the same in good order, condition and repair. The cost thereof, plus fifteen percent (15%) to cover Landlord's overhead and administrative costs, together with interest at the Interest Rate, shall become due and payable as Additional Rent to Landlord together with Tenant's next Rent installment.

8.5 Waiver. Except for the obligations of Landlord under Section 8.3, Article 16, and Article 26, it is intended by the parties hereto that Landlord shall have no obligation whatsoever to repair and maintain the Premises, or to pay for the repair and/or maintenance of the Premises nor for any building or improvements located thereon (or the equipment therein), whether roof, structural or non-structural. Tenant expressly waives the benefit of any statute now or hereafter in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense, or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition and repair. Tenant further waives the provisions of any statute now or hereafter in effect with respect to Tenant's right to make repairs and deduct the expenses of such repairs from the Rent.

8.6 Compliance With Law. Tenant shall at Tenant's sole cost and expense, comply promptly with all "Applicable Law", which term is used in this Lease to include all applicable statutes, ordinances, rules, regulations, laws (including, but not limited to, the Americans with Disabilities Act), orders, restrictions of record, if any, and requirements now or hereinafter in effect, or any part thereof, regulating the use or occupancy by Tenant of the Premises, or relating in any manner to the environmental conditions in, under or about the Premises. Tenant shall, within five (5) days after receipt of Landlord's written request, provide Landlord with copies of all documents and information, including, but not limited to, permits, registrations, applications, reports and certificates, evidencing Tenant's compliance with any Applicable Law specified by Landlord. Tenant shall immediately upon receipt of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving failure by Tenant or the Premises to comply with any Applicable Law, notify Landlord in writing (with copies of any documents involved). Tenant shall undertake such repairs, maintenance, alterations or replacements to or of the Premises as are required or modify its use of the Premises as required by Applicable Law, unless the governmental entity requiring such work requires that it be completed pending the outcome of the administrative or judicial

proceeding, and in such event, Tenant shall comply with the directives of the governmental agency notwithstanding the pendency of the administrative or judicial proceeding. Tenant agrees to indemnify and hold the Landlord Indemnified Parties (as hereafter defined) harmless from and against any and all liability that the Landlord Indemnified Parties may sustain by reason of Tenant's failure or delay in complying with Applicable Law, which indemnity shall survive the expiration or termination of this Lease.

8.7 HVAC Maintenance. As a part of Tenant's repair and maintain obligations of the Premises described in Section 8.2 above, Tenant shall be obligated to retain an air conditioning service company approved by Landlord to service and maintain the air conditioning equipment servicing the Premises on a regular periodic inspection and service basis which provides inspection and servicing not less frequently than once quarterly. Notwithstanding the foregoing, Landlord may, at Landlord's sole option, as a part of CAM Expenses, employ a company satisfactory to Landlord to perform periodic inspections of the HVAC system servicing the Premises and to perform any necessary work of maintenance and/or repair thereto.

8.8 Surrender of Premises. Subject to Section 9.4, Tenant shall, upon the Expiration Date or sooner termination of this Lease hereof, surrender the Premises to Landlord free of all tenancies, occupancies, liens, encumbrances and Tenant's trade fixtures or personal property and in a good, broom clean condition, ordinary wear and tear excepted, but in all circumstances, Tenant shall be required to surrender the Premises to Landlord in a condition equal to or better than the condition the Premises was required to be maintained by Tenant pursuant to Section 8.2. Tenant shall notify Landlord in writing ("**Tenant's Inspection Notice**") at least one hundred twenty (120) days prior to vacating the Premises and shall within thirty (30) days prior to vacating arrange to meet with Landlord for a joint inspection of the Premises prior to vacating. If Tenant timely delivers Tenant's Inspection Notice and the parties meet for a joint inspection of the Premises prior to Tenant's vacation of the Premises, then Landlord shall have the right, as it deems necessary or desired, to provide Tenant with a list of items ("**Landlord's Inspection List**") that Landlord shall require Tenant, at Tenant's sole cost, to remove, repair, replace and/or restore prior to the Expiration Date or any earlier termination date. If Tenant fails to timely give such Tenant's Inspection Notice or to timely arrange for such inspection, then Landlord's inspection of the Premises shall be deemed conclusive for the purpose of determining Tenant's responsibility for removal, repairs, replacement and/or restoration of the Premises. Landlord shall have the right (whether or not Landlord has inspected the Premises prior to Tenant's vacation thereof) to inspect the Premises after Tenant vacates and surrenders possession of the Premises to Landlord to determine whether or not additional removal, repairs, replacement and/or restoration work is required by Tenant hereunder, in which case, Tenant shall continue to be responsible for any such additional items of removal, repair, replacement and/or restoration work identified by Landlord. In addition, at least fourteen (14) days but no more than thirty (30) days prior to the Expiration Date or any earlier termination date, Tenant shall deliver to Landlord a certificate from an engineer reasonably acceptable to Landlord certifying that the HVAC and other air-handling systems are then in a state of good repair and working order. No act or conduct of Landlord, except a written acknowledgment of acceptance of surrender signed by Landlord, shall be deemed to be or constitute an acceptance of the surrender of the Premises by Tenant prior to the Expiration Date. If any evidence of this Lease was recorded, then Tenant, upon surrender, shall execute, acknowledge and deliver a memorandum of termination of this Lease, and, if Tenant shall fail or refuse to do so, Landlord shall, as Tenant's attorney-in-fact, have the right to execute, acknowledge and deliver such memorandum of termination. On or before the Expiration Date or earlier termination of this Lease, Tenant, at its sole cost and expense, shall remove any signage Tenant installed on the exterior of the Premises and shall repair any damage to the exterior of the Premises or the Common Areas caused by such removal. In addition, Tenant, at its sole cost and expense, shall: (x) remove any pylon, monument or roof sign panels previously installed; (y) replace such sign panels with blank panels of a background color as set forth in Landlord's current sign criteria; and (z) repair, to Landlord's satisfaction, any damage to the Common Areas, the exterior of the Premises, or roof, as the case may be, caused by such removal. In the event Tenant fails to perform any such removals and repairs, Landlord may, at its option (without obligation), perform same at Tenant's expense.

8.9 Mold. Tenant acknowledges that mold spores can be present essentially anywhere and that mold can grow in most any moist location. Tenant agrees to immediately notify Landlord if it observes mold, mildew and/or moisture conditions from any source, including leaks, and to allow Landlord, its employees, agents and contractors to enter the Premises to evaluate and/or make recommendations concerning mold prevention or remediation. Tenant acknowledges that if mold growth occurs, the cost of such necessary mold remediation shall be the sole responsibility of Tenant. Tenant releases, indemnifies, defends and holds harmless Landlord and the Landlord Indemnified Parties and Landlord's property manager for, from and against any and all claims, losses and liabilities for personal injury, bodily injury and/or property damage in any way arising from or relating to or associated with any moisture or any growth of or occurrence of mold or mildew on or within the Premises.

9. ALTERATIONS AND NEW IMPROVEMENTS.

9.1 Tenant's Work and Alterations. As soon as reasonably possible after the Commencement Date, Tenant shall, at its sole cost and expense, make the alterations, additions or improvements in, on, to or about the Premises necessary to open for business at the Premises for Tenant's Permitted Use (collectively, "**Tenant's Work**") on or before the Rent Commencement Date, provided such Tenant's Work is consistent with Approved Tenant Plans (as defined below). Not less than fifteen (15) days prior to the commencement of Tenant's Work, or any subsequent alterations, additions or improvements in, on, to or about the Premises by Tenant ("**Alterations**") with a cumulative value in excess of Five Thousand and 00/100 Dollars (\$5,000.00), Tenant shall provide to Landlord detailed plans, specifications, drawings, photographs and all other documents and information necessary for or requested by Landlord for its review of such work, all of which shall be subject to the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion.

Prior to Tenant preparing any plans, drawings, designs, specifications, and/or calculations ("**Tenant's Plans**") pertaining to Tenant's Work, Tenant shall cause its architect and engineer(s) to familiarize themselves with, and verify by physical inspection, the Premises and all local building codes and existing job conditions. Tenant shall submit Tenant's Plans to Landlord within fifteen (15) days following the Lease Effective Date and Landlord shall use commercially reasonable efforts to review Tenant's Plans in a timely manner following receipt from Tenant. Tenant's Plans shall be prepared and performed with full knowledge of and in compliance with all Applicable Laws. Tenant's Plans shall be prepared by architect(s) and engineer(s) fully qualified and licensed in the State wherein the Premises is located who shall certify that Tenant's Plans comply with all Applicable Laws.

Tenant's Plans, and the design and quality of all work and installations undertaken by Tenant in the Premises, shall be subject to the approval of Landlord who may approve, disapprove or modify Tenant's Plans in their sole and absolute discretion. Tenant's Plans, as revised and approved by Landlord shall be referred to herein as the "**Approved Tenant Plans**". Landlord's architect's approval of Tenant's Plans shall not create any responsibility or liability on the part of Landlord for their completeness, sufficiency, design or compliance with Applicable Laws, and shall not relieve Tenant of any of Tenant's responsibility or liability hereunder. Any changes to the Approved Tenant Plans requested by Tenant shall be subject to Landlord's approval and shall be reviewed by Landlord's architect. Tenant shall pay any additional expenses incurred in connection with such processing, including any additional fees of Landlord's architect, which costs shall be deposited by Tenant at the option of Landlord prior to the commencement of such processing.

Tenant's Work shall be made under the supervision of a competent architect or licensed structural engineer (if Tenant's Work requires a building permit) in a good and workmanlike manner and shall be diligently prosecuted to completion in accordance with the Approved Tenant's Plans and Applicable Laws. At Tenant's sole cost, Landlord may (without obligation), perform any work Tenant failed to construct in accordance with the Approved Tenant's Plans, after ten (10) days' notice from Landlord (or with no advance notice if, in Landlord's sole and absolute judgment, Landlord's action is necessary to remediate a dangerous condition at the Premises which is a potential hazard to Tenant, Tenant's employees or agent, other tenants of the Shopping Center or the public or the Premises does not comply with the Legal Requirements). Tenant, at its sole cost and expense, shall be responsible for obtaining all necessary permits including building and health department permits for the performance of Tenant's Work and for the payment of any impact, capacity, usage, and/or similar fee in connection with Tenant's Work. Upon completion of Tenant's Work, Tenant shall record in the office of the County Recorder where the Shopping Center is located a Notice of Completion, as required or permitted by law, and Tenant shall deliver to Landlord, within ten (10) calendar days after completion of said work, a copy of the final signed-off

building inspection card, permit or report with respect thereto, the Certificate of Occupancy, copies of all mechanics' lien releases or other lien releases on account of Tenant's Work, notarized and unconditional, in such form approved by Landlord, a copy of Tenant's recorded valid Notice of Completion, copies of all building permits indicating inspection and approval by the issuer of said permits, and an architect's certification that the Premises have been constructed in accordance with the Approved Tenant's Plans and are complete. Not later than thirty (30) days after completion of Tenant's Work, Tenant shall furnish Landlord with a set of as-built plans (in an electronic (CADD) format) and an assignment of warranties from the general contractor, all subcontractors and equipment manufacturers (e.g. HVAC, hot water); provided, however, such warranties shall not inure to the benefit of Landlord until the expiration or earlier termination of the Lease Term or at such earlier time that Landlord shall be responsible for the repair of the warranted item, if applicable. The Premises shall at all times be a complete unit, except during the period of work, and Tenant shall perform all such work so as not to obstruct access to the Common Areas or the premises of or interfere with the quiet enjoyment of any other tenant in the Shopping Center.

Tenant shall not open for business in the Premises until the Premises fully and strictly comply with the Approved Tenant Plans and all Applicable Laws, in the reasonable judgment of Landlord ("Finished Tenant Work"). Such prohibition on Tenant opening for business in the Premises shall not delay the occurrence of the Rent Commencement Date. In the event Tenant fails to complete the Finished Tenant Work on or before the Rent Commencement Date, Tenant shall be in Breach under this Lease; provided, however, that Tenant shall not be afforded any grace period to cure such Breach as would otherwise be applied in accordance with Section 22.1(c) hereof. During the performance of Tenant's Work, Tenant shall be responsible for the removal from the Shopping Center on a daily basis of all trash, construction debris and surplus construction materials, or at Landlord's option, the placement on a daily basis of such trash, debris and/or materials in Landlord designated receptacles.

Tenant shall give Landlord such notice as is required by Applicable Law, but in any event not less than fifteen (15) days' notice, in writing prior to the commencement of Tenant's Work or Alterations and Landlord shall have the right to post notices of non-responsibility in or on the Premises, as provided by Applicable Law. Tenant's Work and any Alterations to the Premises, including, but not limited to walls, wall covering, floor covering, window covering, paneling and built-in cabinet work, but excepting only moveable furniture and trade fixtures, shall at once become a part of the realty and belong to Landlord and except as set forth in Section 9.5 shall be surrendered with the Premises. Tenant shall not cause or allow bars or security gates to be installed outside the Premises, and any such security items installed inside the Premises will be hidden from sight during business hours.

9.2 Liens. Tenant shall pay when due all claims for labor and materials furnished or alleged to have been furnished to or for Tenant at or for use in the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises, or any interest therein, and Tenant agrees to indemnify and hold Landlord and the Landlord Indemnified Parties (as defined in Section 13.1) and Premises harmless from and against any and all liability arising out of any such claims, which indemnity shall survive the expiration or termination of this Lease. If any such claim of lien shall be filed against the Premises or the Shopping Center, Tenant shall cause the lien to be discharged; provided, however, Tenant may contest any such lien, so long as the enforcement thereof is stayed and the lien is removed of record by means of a bond or any other lawful means. If Tenant shall fail to cause said lien to be released of record within fifteen (15) days after notice to Tenant from Landlord, then in addition to any and all other rights and remedies it may have at law or in equity, Landlord may, but shall not be obligated to, discharge the same by payment, settlement, deposit or bonding, and/or retain the services of an attorney to protect Landlord's rights. Any amount paid by Landlord and all costs and expenses incurred by Landlord in connection therewith shall constitute Additional Rent and shall be paid by Tenant to Landlord on demand, along with interest at the Interest Rate from the date of payment by Landlord until reimbursed by Tenant. Notwithstanding the foregoing, Tenant shall not permit any claims of lien to be filed by any person, including claims of lien under any mechanic's, materialmen's or other lien statute against the Premises or the Shopping Center.

9.3 Roof-Prohibited Alterations. In addition to and notwithstanding any restrictions set forth elsewhere in this Lease in regard to Tenant's Work or Alterations, Tenant shall not, without the prior written consent of Landlord, which consent may be withheld for any reason, or no reason at all: (i) make any alterations or additions to, or penetrate the membrane of, the roof over the Premises; (ii) install any antennas, satellite reception devices, telephonic equipment, electronic transmission or reception devices, signs, billboards, advertisements or any other equipment on the roof or any exterior portion of the Premises; or (iii) make any alterations or improvements to the roof not specifically permitted in this Lease. Tenant shall provide to Landlord not less than fifteen (15) days' prior written notice in the event Tenant desires to gain access to or perform any alterations on the roof of the building wherein the Premises is located, and Landlord may condition its consent, if given, on Tenant's agreement to use a roofing or general contractor selected by Landlord to perform the work required by Tenant, and Tenant shall be obligated to pay all costs and expenses incurred in regard to such access or alterations, including, but not limited to, the cost to have a roofing contractor designated by Landlord supervise such access and/or alterations or review the plans and specifications of Tenant. In addition to Tenant's indemnity and other financial obligations set forth elsewhere in this Lease, in the event that the acts or omission of Tenant or its officers, agents, contractors, customers, licensees, guests, invitees or employees results in or leads to the invalidation or cancellation of any warranty on the roof, HVAC or other structure or equipment at the Premises or the Shopping Center, Tenant shall immediately reimburse Landlord, as Additional Rent, for the cost of a replacement warranty, and Tenant shall further indemnify and hold Landlord, and the Landlord Indemnified Parties, harmless from and against all costs, expenses, claims and damages that would not have been incurred but for the cancellation of the heretofore described warranty, and these obligations shall survive the expiration or termination of this Lease.

9.4 Removal. Tenant's leasehold improvements shall remain on and be surrendered with the Premises on the expiration or termination of the Lease Term, except that Landlord can elect not later than thirty (30) days prior to the Expiration Date to require Tenant to remove any leasehold improvements. If Landlord so elects, Tenant, at its sole cost and expense, shall, forthwith and with all due diligence, remove the designated leasehold improvements and repair any damage to the Premises caused by such removal. In the event Tenant shall fail to remove such leasehold improvements, as provided herein, prior to the Expiration Date, Landlord may, but shall not be obligated to, at Tenant's expense, remove such leasehold improvements and repair all damage to the Premises resulting from such removal and may, but shall not be obligated to, at Tenant's expense, store the same, and in any event Landlord shall have no liability to Tenant for any loss or damage to Tenant's leasehold improvements caused by or resulting from such removal or otherwise.

9.5 Refurbishment. In the event the total length of the Term and any extended term is for a period of ten (10) lease years or more, Tenant shall, at its sole cost and expense, be responsible for performing a cosmetic refurbishment of the interior of the Premises to "like new" condition such work to include, but not be limited to new paint, ceilings, wall and floor coverings (hereinafter "Required Improvements"). The Required Improvements shall be performed during the first three (3) months of the sixth (6th) lease year of the Term and every five (5) lease years thereafter, if applicable. The Required Improvements shall be performed in accordance with the provisions of the Lease.

10. UTILITIES.

Tenant shall pay for all water, sewer, gas, heat, light, power, steam, telephone and all other utilities and services, including repairs to same, supplied to the Premises, together with any taxes thereon. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable proportion to be determined by Landlord of all charges jointly metered with all other premises. Under no circumstances shall Landlord be responsible for any interruption, cessation or interference with any such utility service.

11. REAL PROPERTY TAXES.

11.1 Allocation. Tenant shall pay, as Additional Rent, all Real Property Taxes (as defined below) applicable to the Premises during Tenant's occupancy of the Premises or the Lease Term, whichever is greater ("Tenant's Allocated Real Property Taxes"). If the Premises is not separately assessed, Tenant's Allocated Real Property Taxes shall be Tenant's Proportionate Share (as defined below in Section 18.1) of all Real Property Taxes levied and assessed upon the Shopping Center or parcel of which the

Premises is a part. The amount of Real Property Taxes assessed against a parcel in the Shopping Center and paid for exclusively and solely by another tenant at the Shopping Center (hereinafter the "**Excluded Real Property Taxes**") shall not be included within Tenant's Allocated Real Property Taxes, and when assessing Tenant's Allocated Real Property Taxes, Tenant's Proportionate Share shall be adjusted to exclude the square footage occupied by the tenant directly paying the Excluded Real Property Taxes.

11.2 Payment of Real Property Taxes. If Tenant's Allocated Real Property Taxes are not billed to Tenant as part of the CAM Expenses (including if the Premises is separately assessed), then all of Tenant's Allocated Real Property Taxes shall be paid by Tenant at least ten (10) days prior to the delinquency date of such payment, and Tenant shall promptly furnish Landlord with satisfactory evidence that such taxes have been paid. If Tenant shall fail to timely pay any of Tenant's Allocated Real Property Taxes, Landlord shall have the right to pay the same, in which case Tenant shall reimburse Landlord with Tenant's next Rent installment, together with interest at the Interest Rate. Tenant shall also pay to Landlord an amount equal to fifteen percent (15%) of the amount paid by Landlord to cover Landlord's overhead and administrative costs. At Landlord's option, regardless if the Premises is separately assessed, Tenant shall pay in advance one-twelfth (1/12th) of the amount estimated by Landlord (from time to time) to be Tenant's Allocated Real Property Taxes with each monthly installment of Rent and other expenses due hereunder in the manner set forth in Section 18.5.

11.3 Definition. As used herein the term "**Real Property Taxes**" shall include any form of real estate and other ad valorem taxes, assessment (including, but not limited to, general and special assessments), license fee, commercial Rent tax, franchise or gross margins tax (but only to the extent attributable to the Rent received by Landlord from Tenant and the other tenants in the Shopping Center), levy, penalty, or tax (other than inheritance or estate taxes and income taxes), imposed by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, drainage, facilities or other improvement district thereof, as against any legal or equitable interest of Landlord in the Premises, the Shopping Center or in the real property of which the Premises is a part, as against Landlord's right to Rent or other income therefrom, or as against Landlord's business of leasing the Premises, or any tax imposed in substitution, partially or totally, of any tax previously included within the definition of Real Property Taxes, or any additional tax the nature of which was previously included within the definition of Real Property Taxes, or any fees and costs of Landlord incurred in determining, filing, contesting and/or appealing any such tax, including accountant's, attorney's and consultant's fees.

11.4 Contest. Only Landlord may contest the legal validity or amount of any Real Property Taxes for the Shopping Center against the taxing authority. In the event Tenant contests Real Property Taxes in contrary to this Section 11.4, such filing shall be Default under this Lease without the necessity of any notice from Landlord. If as a result of any such contest filed by Tenant, Real Property Taxes is increased in any manner, Tenant shall be solely responsible for, and shall pay upon demand by Landlord, all Real Property Taxes (not only Tenant's Proportionate Share) assessed in excess of the Real Property Taxes which would have been payable in the absence of the protest.

11.5 Increased Assessment. Tenant acknowledges and understands that (a) the Shopping Center and/or the Premises may be re-assessed for tax purposes on an annual basis (or from time to time) by the taxing authority under Applicable Law, and (b) in the event Landlord should at any time in the future sell or transfer the Shopping Center and/or the Premises, there may potentially be an increase in the Real Property Taxes. Landlord makes no representations, statements or warranties to Tenant, expressly or impliedly, that it will not sell or transfer the Shopping Center and/or the Premises at any time in the future.

11.6 Timing of Real Property Tax Payments. In such cases where the Real Property Taxes are billed by the tax assessor in two (2) or more separate installments and not all of the installments are due in the same calendar year, and the taxpayer has the option of paying a second and/or any later installments in the same year as the first installment is due, and where Landlord is responsible for paying the Real Property Taxes, Landlord may elect to pay the second or any later installment of such Real Property Taxes bill in the same calendar year as the first installment is due. In such event, the cost thereof may be reflected on an invoice sent to Tenant after the close of a calendar year or sent at such other time as Landlord may determine. Tenant acknowledges that, in such event, there may be a balance due arising (in part or in whole) from that portion of the Real Property Taxes bill that relates to a portion of the fiscal year immediately following the calendar year in which such tax bill was paid. In such event, it is expressly understood and agreed that such balance due is simply a function of the timing of the payments, and does not constitute an improper or invalid demand for payment by Landlord, and Tenant agrees to reimburse Landlord for Tenant's Proportionate Share of the total of all Real Property Taxes paid by Landlord.

12. PERSONAL PROPERTY TAXES.

Tenant shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and which become payable during Tenant's occupancy of the Premises or the Lease Term (whichever is greater) upon Tenant's business and all of Tenant's nonpermanent leasehold improvements, signage, equipment, furniture, fixtures, and any other personal property located in the Premises (collectively, "**Tenant's Personal Property**"). When possible, Tenant shall cause Tenant's Personal Property to be assessed and billed separately from the real property of Landlord. In the event Tenant's Personal Property is assessed with Landlord's real property and Landlord pays the Real Property Taxes, Tenant shall reimburse Landlord for the taxes attributable to Tenant's Personal Property within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes attributable to Tenant's Personal Property.

13. INDEMNITY.

13.1 Indemnity. Except to the extent caused by the gross negligence or willful misconduct of Landlord, its agents, employees, or contractors, Tenant shall defend, indemnify, and hold harmless Landlord, WPF Management LLC, a Delaware limited liability company ("**Westwood**"), and each of its members, partners, managers, directors, officers, employees, servants, agents, attorneys, parent or affiliated companies, subsidiaries, lenders, lessees, invitees, heirs, legal representatives, stockholders, or other principals or representatives, disclosed or undisclosed (and their respective successors and assigns) (collectively, the "**Landlord Indemnified Parties**"), from and against any and all allegations, demands, litigation, fines, penalties, claims, costs and expenses and liability whatsoever, including attorney's fees, expert fees and court costs (collectively, "**Claims**") arising from or related to (i) any use or occupancy of the Premises, or from the conduct of business, or from any activity, work or things done, permitted or suffered by Tenant in or about the Premises, the building containing the Premises or elsewhere in the Shopping Center, (ii) any Breach or Default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or (iii) arising from any act or omission of Tenant, or any of Tenant's officers, agents, contractors, customers, licensees, guests, invitees or employees (collectively, "**Tenant Parties**"). In case any action or proceeding is brought against any of the Landlord Indemnified Parties by reason of any such Claims, Tenant, upon written notice from any of the Landlord Indemnified Parties, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in or about the Premises or in the event of an occurrence that gives rise to Tenant's obligation to indemnify the Landlord Indemnified Parties. Tenant's indemnification obligation under this Section 13.1 shall survive the expiration or earlier termination of this Lease.

13.2 Waiver. Except to the extent caused by the gross negligence or willful misconduct of Landlord, its agents, employees, or contractors, Tenant hereby agrees that neither Landlord, Westwood nor Landlord Indemnified Parties shall be liable for injury to Tenant's business, or any loss of income therefrom, or for damage to the goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Premises, nor shall Landlord or Westwood be liable for injury to the person of Tenant or Tenant Parties or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, explosion, falling plaster, electricity, gas, water or rain which may leak from any part of the building, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from the roof, street, sewer system, or sub-surface, or from any other cause, whether the damage or injury results from conditions arising upon the Premises or upon other portions of the building of which the Premises is a part, or from other sources or places where the resulting damage or injury occurs on or about the Premises, and regardless of whether the cause of such

damage or injury, or the means of repairing the same, is inaccessible to Tenant. Landlord and Westwood shall not be liable for any damage arising from any act or neglect of any other tenant, if any, of the building and/or Shopping Center in which the Premises is located. Landlord and/or its agents shall not be liable for interference with the light, air, or for any latent defect in the Premises.

14. INSURANCE.

14.1 Tenant's Liability Insurance. Tenant, at its sole cost and expense, shall maintain occurrence basis commercial general liability insurance with a single combined liability limit of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Two Million and 00/100 Dollars (\$2,000,000.00) in the annual aggregate insuring against all liability of Tenant and its authorized representatives arising out of or in connection with Tenant's use or occupancy of the Premises. All public liability insurance shall insure performance by Tenant of the indemnity provisions of Article 13.1. Landlord (and, if requested by Landlord, Landlord's lender and Westwood) shall be named as additional insured in any policy obtained by Tenant. Tenant may provide this insurance under a blanket policy, provided that said insurance shall have a Landlord's protective liability endorsement attached thereto. Tenant shall deliver to Landlord, prior to right of entry, copies of policies of liability insurance required herein evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. Not more frequently than each year, if, in the opinion of Landlord's insurance broker or lender, the amount of public liability insurance coverage at the time is not adequate, Tenant shall increase the insurance coverage as determined by Landlord's insurance broker or lender.

14.2 Tenant's Property Damage Insurance. Tenant, at its sole cost and expense, shall maintain on all of its personal property, Tenant's improvements and alterations, in, on, or about the Premises, a "Special Form – causes of loss" policy of insurance with earthquake sprinkler leakage (if the Premises is sprinklered) endorsements to the extent of at least one hundred percent (100%) of their full replacement cost, together with business interruption and extra expense coverage. The proceeds from any such insurance shall be used by Tenant for the replacement of property and the restoration of Tenant's improvements or alterations. The foregoing insurance shall include full coverage for plate glass on the Premises and Landlord (and, if requested by Landlord, Landlord's lender and Westwood) shall be named as additional insured. Tenant shall furnish Landlord with a copy of such policy prior to Tenant's entry onto the Premises and whenever required in order to satisfy Landlord that such policy is in full force and effect. Further, and notwithstanding anything to the contrary in Section 14.7 below, if Landlord elects, by written notice to Tenant, to require Tenant to obtain the Rent loss coverage described in such Section in lieu of Landlord obtaining and maintaining same, Tenant shall, at its sole cost and expense, obtain and maintain such Rent loss insurance, and Landlord (and, if requested by Landlord, Landlord's lender and Westwood) shall be named as a co-insured under such policy.

14.3 Tenant's Automobile Insurance. If Tenant utilizes vehicles in connection with the operation of its business at the Premises, Tenant, at its sole cost and expense, shall keep and maintain commercial automobile liability insurance insuring all owned, non-owned and hired vehicles used in the conduct of Tenant's business and operated upon or parked upon the Common Areas with limits of liability not less than Two Million and 00/100 Dollars (\$2,000,000.00) combined single limit for both bodily injury and property damage. Tenant shall increase the foregoing limits if Landlord deems such increase desirable to protect Tenant and/or Landlord.

14.4 Tenant's Worker's Compensation Insurance. Tenant, at its sole cost and expense, shall keep and maintain a standard form worker's compensation and employer's liability insurance covering all Tenant's employees for injury or illness suffered in the course of or arising out of their employment, providing statutory worker's compensation benefits and employer's liability limits of not less than the greater of: (a) One Million and 00/100 Dollars (\$1,000,000.00) or (b) the minimum amount required by Applicable Law.

14.5 Tenant's Construction Insurance. At all times during which Tenant is doing construction work at the Premises, Tenant, at its sole cost and expense, shall keep and maintain "Special Form – causes of loss" builders risk insurance with limits of coverage not less than one hundred percent (100%) of the replacement cost of Tenant's leasehold improvements and annual business interruption and extra expense coverage. Tenant shall also procure and maintain a policy of owners and contractors' protective insurance and independent contractors' insurance with coverage of at least Two Million and 00/100 Dollars (\$2,000,000.00) for a single occurrence and for property damage.

14.6 Use. No use shall be made or permitted to be made on the Premises, or acts done, which will increase the existing rate of insurance upon the building in which the Premises is located or upon the Shopping Center or cause the cancellation of any insurance policy covering the building or Shopping Center, or any part thereof, nor shall Tenant sell, or permit to be kept, used or sold, in or about the Premises, any article which may be prohibited by the standard form of fire insurance policies. Tenant shall, at its sole cost and expense, comply with any and all requirements pertaining to the Premises of any insurance organization or company, necessary for the maintenance of fire and public liability insurance, covering the Premises or the building of which it is a part. Tenant agrees to pay to Landlord as Additional Rent any increase in premiums on policies which may be carried by Landlord on the Premises covering damages to the building and loss of Rent caused by fire and the perils normally included in extended coverage, which increase is attributable to Tenant's particular use of the Premises. If, in the opinion of Landlord, or Landlord's insurance carrier, Tenant's particular use or occupancy of the Premises requires certain improvements or alterations to be made, or equipment installed within the Premises in order to remedy an otherwise potentially dangerous condition affecting the risk of fire or other damage to the Premises arising out of Tenant's occupancy or particular use of the Premises, then in such an event, Tenant, at its sole cost and expense, shall within thirty (30) days of receipt of written notice from Landlord, make such improvements, alterations, or equipment installations required to remedy such dangerous conditions, including but not limited to, (and by way of example only), the installation of automatic fire extinguishing systems in cases where Tenant is operating certain food preparation equipment creating grease laden vapors without the protection of such equipment.

14.7 Landlord's Insurance. Landlord shall maintain on the building in which the Premises is located and on the Shopping Center a "Special Form – causes of loss" property policy of insurance, to the extent of full replacement cost. Landlord may also maintain, at Landlord's election, coverage for one (1) year's or more Rent loss (provided however that Landlord may require Tenant to obtain the Rent loss coverage in lieu of Landlord obtaining and maintaining same), earthquake and/or flood coverage, terrorism coverage, and such coverage customarily provided under an environmental protection policy. The insurance Landlord procures may include coverage on buildings or improvements other than the Premises including all of the Shopping Center; and such coverage may be obtained by Landlord as part of an umbrella or blanket insurance coverage or in conjunction with other real property owned and insured by Landlord, and in such event, Tenant shall pay to Landlord, as Additional Rent, from and after the Rent Commencement Date, Tenant's Proportionate Share of the cost of any insurance obtained, and any deductibles paid for, by Landlord. Tenant's Proportionate Share of said cost shall be allocated by using the fraction described in Section 18.1. Landlord may collect Tenant's Proportionate Share thereof in the manner provided for in Sections 18.4 and 18.5 or may separately bill Tenant for its Proportionate Share, in which event Tenant shall pay Landlord the sum due on demand. Landlord's obligation to maintain the insurance coverage described in this Section and Section 14.8 shall be deemed to be satisfied in the event that Landlord owns and/or controls less than the entirety of the Shopping Center and/or the Common Areas therein, or in the event that Landlord is not the operator of or charged with the obligation to maintain all of the Common Areas within the Shopping Center, and such other owner, co-owner or operator maintains all or part of the insurance coverage Landlord is obligated to maintain under this Section and Section 14.8 and in such instances, the amounts charged to Landlord for such coverage shall be deemed to be part of Landlord's cost for obtaining the required insurance coverage and shall be payable by Tenant as set forth above, or, at Landlord's sole discretion, per the terms and provisions of Section 18.5.

14.8 Landlord's Liability Insurance. Landlord may, at Landlord's election, maintain commercial general liability insurance, including personal injury and property damage coverage, with a single combined liability limit of not less than One Million and 00/100 Dollars (\$1,000,000.00) and Two Million and 00/100 Dollars (\$2,000,000.00) in the annual aggregate insuring against claims for bodily injury, death or property damage occurring in or upon the Shopping Center. Landlord may increase the coverage as

determined by Landlord's insurance broker or lender. The cost of said insurance shall be allocated and collected in the manner described in Section 14.7.

14.9 General Requirements. All insurance required to be maintained by Tenant under this Lease shall: (i) Be issued by an insurance company authorized to do business in the State wherein the Premises is located, with a financial rating of at least an A.VIII status as rated in the most recent edition of Best's Insurance Reports; (ii) be issued as a primary, noncontributory policy; (iii) contain an endorsement requiring thirty (30) days' written notice from the insurance company to Landlord before cancellation; (iv) be evidenced by a policy or certificate of policy, together with evidence of payments of premiums, which policy and evidence shall be deposited with Landlord prior to Tenant's entry onto the Premises and on renewal of the policy not less than twenty (20) days before expiration of the term of the policy, and also whenever requested by Landlord; (v) not limit the liability of Tenant hereunder, nor shall the policy limits of any such insurance limit the extent of Tenant's liability hereunder; (vi) each such policy shall be issued in the name of Tenant and name Landlord and any other parties in interest from time to time designated in writing by notice by Landlord to Tenant as additional insured(s) and/or loss payee(s), as their interest appear; and (vii) Tenant shall, prior to the Commencement Date, and upon request by Landlord, provide proof of insurance consistent with the requirements of this Article 14. If Tenant fails to procure and maintain the insurance required of it under Sections 14.1, 14.2 and/or 14.5 or fails to abide by the requirements set forth in this Section 14.9, Landlord may, but shall not be required to, with or without prior notice to Tenant, procure and maintain the same, but at the expense of Tenant, and any amounts expended or expenses incurred by Landlord in procuring and/or maintaining such insurance shall be immediately reimbursed by Tenant to Landlord as Additional Rent hereunder, all such payments advanced by Landlord being subject to the application of interest at the Interest Rate, plus fifteen percent (15%) of the amount expended to cover Landlord's overhead and administrative costs.

14.10 Outdated Policy. If, at any time during the Term, any type of insurance policy required by this Lease is no longer available, discontinued or generally considered outdated by name, coverage or otherwise within the insurance industry (collectively referred to herein as an "Outdated Policy"), then in lieu of such Outdated Policy, Landlord and Tenant shall maintain the new type of policy replacing and most comparable to the Outdated Policy.

15. WAIVER OF SUBROGATION.

Notwithstanding anything to the contrary contained in this Lease, Landlord and Tenant each (and on behalf of each of its insurers) hereby waives against each other any and all right to recovery and any right of subrogation for any and all direct and indirect property losses and damages, including those insured against under any "Special Form - causes of loss" insurance policy described in Article 14 in force at the time of such loss or damage or required to be in force at such time by the terms and conditions of this Lease. Landlord's and Tenant's insurance policies will contain appropriate provisions or endorsements containing mutual waivers of subrogation between Tenant and Landlord.

16. DAMAGE, DESTRUCTION AND RESTORATION.

16.1 Duty to Restore. Unless Landlord elects to terminate this Lease as provided in Section 16.2 below, if the Premises is partially or totally damaged by fire or other casualty so as to become partially or totally untenantable, which damage is insured against under any policy of fire and extended coverage insurance then covering the damaged improvements, and the amount of insurance proceeds payable is sufficient, in Landlord's sole discretion, to rebuild and/or repair all improvements so damaged, this Lease shall not terminate and said improvements shall be rebuilt by Landlord with reasonable diligence, using the proceeds from all available insurance policies. Tenant shall assign to Landlord any and all insurance proceeds payable as a result of such casualty, and Landlord shall further have the sole and exclusive right to determine in which order and under which policies of insurance, whether said policies be obtained by Landlord or Tenant under Article 14, claims for reimbursement are made. Landlord shall not be required to repair any injury or damage by fire or other cause, or make any repairs to, or replacements of, or reimbursements for any leasehold improvements, fixtures, or other personal property of Tenant, which obligation shall belong exclusively to Tenant.

16.2 Election to Terminate. If (a) the improvements on the Premises are damaged (i) by an insured casualty to the extent of at least twenty-five percent (25%) of their replacement cost (cost to repair or replace at the time of loss without deduction for physical depreciation) other than during the last three (3) years of the Lease Term, (ii) by an insured casualty to the extent of at least ten percent (10%) of their replacement cost during the last three (3) years of the Lease Term, or (iii) to any extent by an uninsured cause at any time during the Lease Term, (b) at any time, more than twenty-five percent (25%) of the building area of the Shopping Center (whether or not the Premises is affected) or more than twenty-five percent (25%) of the building of which the Premises is a part (whether or not the Premises is affected) is so damaged, or (c) if the holder of a mortgage, deed of trust or other lien on the Premises at the time of the casualty elects, pursuant to such mortgage, deed of trust or other lien, to require the use of all or part of Landlord insurance proceeds in satisfaction of all or part of the indebtedness secured by the mortgage, deed of trust or other lien, then Landlord shall, within not more than ninety (90) days after such damage, notify Tenant in writing of Landlord's election: (x) to terminate this Lease; or (y) to restore the improvements on the Premises and/or the buildings and Shopping Center, as the case may be. If Landlord elects to repair or restore the damaged improvements, then, with respect to the Premises, Section 16.1 will apply. If Landlord elects not to restore, as aforesaid, this Lease shall terminate, at Landlord's sole and exclusive option, as of the date of such damage or the date of Landlord's notice of election, but in either event, this Lease shall expire and all interest of Tenant in the Premises shall terminate, but such rights and obligations of Landlord and Tenant that would have survived the normal expiration or early termination of this Lease shall remain in full force and effect. If Landlord elects to restore or fails to give notice of its election, as aforesaid, then this Lease shall remain in full force and effect.

16.3 Rent Adjustments and Insurance Proceeds. If this Lease is not terminated, then, during the period of repair and restoration, the Rent shall not be reduced but Tenant shall be entitled to have the proceeds, if any, of the "Rent loss coverage" insurance applied to such Rent obligations. In the event of a termination of this Lease, or in any other instance where Landlord repairs any damage covered by insurance, all insurance proceeds payable as a result of the casualty, including all proceeds of Tenant's insurance, shall belong and be assigned to Landlord.

17. ASSIGNMENT, SUBLETTING AND RECAPTURE.

17.1 Request for Consent. This Lease shall not be assigned, nor shall any interest therein be transferred by Tenant, by operation of law or otherwise, without the prior written consent of Landlord, which consent may not be unreasonably withheld. If Tenant desires at any time to assign or otherwise transfer this Lease, it shall submit in writing to Landlord: (a) the name and address of the proposed assignee; (b) the nature of the proposed assignee's business to be carried on in the Premises, including proof that the proposed assignee intends to use the Premises only for the Permitted Use and for no other purpose; (c) a copy of any agreements to be entered into by Tenant and the proposed assignee or transferee concurrently with such assignment; and (d) such financial information as Landlord may request concerning the proposed assignee and the total consideration paid or to be paid to Tenant by the assignee. It shall be deemed that Landlord is not acting unreasonably in refusing to consent to an assignment or transfer if (i) Tenant is in Default or Breach of this Lease, (ii) the tangible net worth (exclusive of goodwill, primary residence and retirement accounts, as applicable) and financial capabilities of the proposed assignee is less than that of Tenant and any Guarantor(s), if any, as of the date of this Lease or at the time of the transfer, whichever is greater, (iii) the proposed assignee does not appear to be financially reputable and responsible as a tenant, (iv) the proposed assignee is not likely to conduct a business on the Premises of a type and quality substantially equal to or better than that conducted by Tenant, (v) the proposed assignment or transfer proposes a change in the Permitted Use, or (vi) the proposed written assignment is not in a form acceptable to Landlord. Tenant shall pay to Landlord the sum of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) as the reasonable fee for Landlord's expenses in reviewing such proposed assignment, and said fee shall be non-refundable. This Lease may not be assigned in reliance on any law relating to bankruptcy or debtor's rights generally unless adequate assurance of future performance is provided Landlord including adequate assurance of the source of Rent and other expenses due under this Lease for the entire term of this Lease, and further provided that any Guaranty then in effect concerning this Lease is not invalidated or terminated as a result of such assignment.

Notwithstanding anything to the contrary herein, Tenant shall not pledge, encumber, hypothecate or mortgage its interest in this Lease or the Premises under any circumstances, and any pledge, encumbrance, hypothecation or mortgage, or attempt by Tenant to pledge, encumber, hypothecate or mortgage this Lease or the Premises shall be a Breach of this Lease and voidable at Landlord's option. Any change in the control of Tenant or any change in the legal form of Tenant shall constitute an assignment requiring Landlord's consent. The (i) transfer, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Tenant, any entity directly or indirectly controlling Tenant, or Guarantor of this Lease; or (ii) any other transfer or transactions which gives parties, other than those parties currently comprising Tenant, the authority to direct the management of the Tenant, shall constitute a change in control for purposes of the preceding sentence.

17.2 Subsequent Assignment. The consent by Landlord to any assignment shall not constitute a consent to any subsequent assignment by Tenant or to any subsequent or successive assignment by the assignee. Any subsequent assignment shall require Landlord's consent pursuant to Section 17.1.

17.3 No Release/Assignee's Default. Landlord's consent to any sale, assignment, encumbrance, occupation or other transfer shall not release Tenant from any of Tenant's obligations hereunder. In the event of any Default under this Lease, Landlord may proceed directly against Tenant, any guarantors or anyone else responsible for the performance of this Lease (including any assignments, amendments or modifications thereto), including the assignee without first exhausting Landlord's remedies against any other person or entity responsible therefore to Landlord, or any security held by Landlord for Tenant. Furthermore, Landlord's acceptance of Rent and/or consent to any assignment of the Premises by Tenant shall not constitute an acknowledgment that no Default then exists under this Lease, nor shall such consent be deemed a waiver of any then existing Default, except as may be otherwise provided in writing by Landlord to Tenant at that time.

17.4 False Representations. The discovery of the fact that any financial statement, or any other fact, relied upon by Landlord in giving its consent to an assignment was materially false shall, at Landlord's option, render Landlord's consent null and void and constitute a Breach of this Lease.

17.5 Subletting, Partial Assignment and Hypothecation. Partial assignments of Tenant's interest in this Lease and the hypothecation of any of Tenant's interest in this Lease are prohibited. Tenant shall not sublet all or any portion of the Premises. Any sale, assignment, encumbrance, occupation or other transfer of this Lease which does not comply with the provisions of this Article 17, and any subletting, shall, at Landlord's option, be void and a Breach hereunder.

17.6 Consideration. Tenant shall pay to Landlord, promptly following receipt and by cashier's or certified check, ten percent (10%) of the value of any consideration received by Tenant in connection with or related to any assignment of this Lease or the transfer of any interest therein, including without limitation any consideration received by Tenant as a result of the sale of Tenant's business. Tenant shall disclose the amount of consideration to be received by Tenant and provide Landlord with supporting documentation regarding same at the time Tenant requests Landlord's consent to the assignment of this Lease or the transfer of any interest therein. Any consent provided by Landlord hereunder shall be contingent upon Landlord's receipt of said consideration at the time the assignment of this Lease or transfer of any interest therein is consummated. Tenant's failure to promptly pay said amount shall at Landlord's election be deemed to be a material Breach of this Lease and/or a withdrawal of Landlord's consent to the assignment or transfer. In addition, Tenant shall pay to Landlord promptly following receipt one-half the amount by which all Rent and other payments for the use of the Premises received by Tenant from any other person occupying any portion of the Premises exceeds the Rent and any other amounts payable by Tenant pursuant to this Lease, with the Rent and other amounts payable by Tenant for the Premises allocated on the basis of the square footage occupied by the other party. The provisions of this Section 17.6 shall apply regardless of whether or not such assignment, subleasing or occupation is made in compliance with the terms of this Lease; however, nothing in this Section shall be deemed to constitute a consent by Landlord or a right by Tenant to assign the Lease or sublet any portion of the Premises other than as described in this Article 17. In the event Landlord consents to an assignment of this Lease: (a) Minimum Rent shall be increased but in no event decreased on the effective date of any such assignment (or if the effective date is not the first day of the month, then on the first day of the month immediately following the effective date), to the greater of: (i) the prevailing "market rent" for the Premises as determined by Landlord by averaging the minimum annual rents obtained by Landlord on a per square foot basis from the three (3) most recently signed new leases covering premises owned by Landlord within the Shopping Center which are determined by Landlord in its sole discretion to be comparable in location and configuration to that of the Premises (such determination shall not, however, take into consideration any monetary concessions granted by Landlord, such as free rent, tenant improvement allowances, or other similar monetary inducements); or (ii) an amount equal to the total of the monthly Minimum Rent plus Percentage Rent required to be paid by Tenant pursuant to this Lease during the twelve (12) month period immediately preceding the effective date of such assignment; and (b) the Security Deposit shall be increased but in no event decreased on the effective date of any such assignment to an amount equal to two (2) months Minimum Rent for the last two (2) months of the Lease Term, plus the then current CAM Estimate, rounded to the nearest \$1,000. Any payments made to Landlord pursuant to this Section 17.6 shall not cure any Default under this Lease arising from such assignment, subleasing or occupation.

17.7 Recapture. If Tenant requests Landlord's consent to any assignment of this Lease, Landlord shall have the right, to be exercised by giving written notice to Tenant within thirty (30) days of receipt by Landlord of the information concerning such assignment required by Section 17.1, to terminate this Lease effective as of the date Tenant proposes to assign this Lease.

17.8 No Waiver. As a condition to Landlord's written consent as provided for in this Article 17, Tenant shall deliver to Landlord an executed copy of an assignment agreement whereby Tenant's proposed assignee agrees to assume the obligations of Tenant under this Lease. The collection or acceptance of Rent or other payment by Landlord from any person other than Tenant shall not be deemed a waiver of any payment provisions of this Article, the acceptance of any assignee or subtenant as Tenant hereunder, or a release of Tenant or any assignor from any obligation under this Lease.

18. MAINTENANCE OF PARKING AND COMMON AREAS.

18.1 Common Area Expenses. Tenant shall pay to Landlord, as Additional Rent, Tenant's Proportionate Share of the CAM Expenses, as hereinafter more particularly described. "Tenant's Proportionate Share" for any calendar year shall be that percentage that the total square footage of the Premises bears to: (i) the total square footage of the leasable buildings within the Shopping Center; (ii) the total floor area of the building or buildings or parcel of which the Premises is a part; or (iii) the total square footage of the tenants participating in the respective category of CAM Expenses, as set forth in Section 18.4. Landlord may use one or more of the prorata formulas described in the foregoing sentence, whichever is deemed appropriate by Landlord. Landlord may from time to time recalculate the square footage of the building in which the Premises is located and/or the square footage of the Shopping Center, and Landlord's determination of such square footage shall be deemed conclusive on Tenant unless and until it is thereafter re-calculated by Landlord. If Tenant is generating such a large volume of trash as to require an increase in the size of the trash receptacle or an increase in the number of times per month that it is emptied, then Landlord may increase Tenant's CAM Expenses by an amount equal to such increased costs. Notwithstanding the foregoing, Landlord may, at Landlord's sole discretion, require Tenant to obtain its own trash removal service in lieu of Landlord providing for same. Tenant agrees to break down any boxes before depositing same in a trash container.

18.2 Common Areas. All areas from time to time within the exterior boundaries of the Shopping Center which are now or hereafter made available for the general use, convenience and benefit of all tenants of the Shopping Center and their customers, visitors and invitees, including, without limiting the generality of the foregoing, automobile parking areas, parking structures, stairways, escalators, elevators, service corridors, truckways, ramps, loading docks, delivery areas, public restrooms, access and interior roads, retaining walls, lighting facilities, bus stops, and landscaped and planted areas, if any, which are not reserved for the exclusive use of any Shopping Center tenants or occupants (hereinafter the "Common Areas"). The Common Areas shall be under the sole and exclusive control, management and direction of Landlord.

18.3 Maintenance. Landlord shall maintain the Common Areas in a commercially reasonable condition, and shall keep same lighted during normal and permitted hours of operation and landscaped, and shall repair any damage to the facilities thereof, but the cost to repair any damage caused to the Common Areas by Tenant or its agents or employees shall be borne exclusively by Tenant.

18.4 Expenses. It is understood and agreed that the term "**CAM Expenses**" shall be construed to include all sums expended by Landlord in connection with the ownership and operation of the Shopping Center including, but not limited to:

(a) The cost of installation, operation, repair and maintenance, in neat, clean, good order and condition, and if necessary, the replacement, of the following:

(i) The Common Areas and improvements in the Common Areas including, but not limited to, building exterior and interior painting and stucco coating, coverings, decorative items, carpets, drapes, and window coverings and, including, but not limited to, common entrances, lobbies, corridors, windows, stairways, airshafts, restrooms, public spaces, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, lighting facilities, parking areas, loading and unloading areas, including, but not limited to, slurring and striping of the preceding, utility raceways, areas of ingress and egress, fences and gates, elevators, escalators, roofs, and roof drainage systems;

(ii) Interior and exterior signs and any lessee directory installation;

(iii) Any fire detection and/or sprinkler systems;

(b) The cost of potable water, sewer, gas, steam, processed water, compressed air, electricity, information technology infrastructure, and telephone to service the Common Areas and any other utilities not separately metered, including distribution and powerhouse expenses (if any) and the costs of any utility surcharges to the Shopping Center;

(c) Trash disposal, janitorial services, snow removal, pest control services, property management, security services, and the costs of any environmental inspections and compliance;

(d) Real Property Taxes;

(e) The cost of insurance maintained by Landlord relating to the Shopping Center (including, without limitation, any insurance maintained by Landlord in connection with this Lease), including, without limitation, any premium finance charges, broker's fees and charges for risk management services which may be provided by Landlord or any affiliate of Landlord;

(f) Any deductible portion of an insured loss concerning the Shopping Center or the Common Areas;

(g) The cost of any capital improvement or other cost incurred in connection with the Shopping Center (i) that is intended as a labor saving device or to effect other economies in the operation or maintenance of the Shopping Center, or any portion thereof, (ii) that is required under Applicable Law, or (iii) that are in Landlord's opinion necessary to maintain the Shopping Center, or any portion thereof, in good condition and repair;

(h) Wages, salaries, applicable fringe benefits and costs (including any taxes levied thereon) of persons employed by Landlord to maintain and/or clean the Shopping Center, and the cost of materials, supplies and tools, used in maintaining and/or cleaning the Shopping Center;

(i) Accounting, legal and other professional fees and management fees and administration fees attributable to the operation of the Shopping Center (management fee shall be computed as a percentage not to exceed five percent (5%) of the yearly Rental Income from the Shopping Center, which term Rental Income shall mean and include, but not be limited to, all monetary payments from all other tenants, occupants and/or licensees at the Shopping Center for their use and/or occupancy of a portion of the Shopping Center, including any and all sums that would be classified as Rent or Additional Rent if charged under this Lease; and Tenant shall pay its prorata share of such Rental Income);

(j) Costs incurred to maintain the quality, integrity, functionality and appearance of the Shopping Center;

(k) Costs incurred for the purpose of reducing expenses;

(l) Costs incurred in complying with Applicable Law affecting the Shopping Center and the ownership, use, operation thereof and cost pursuant to any covenants conditions and restrictions, entitlements, and voluntary energy savings and/or governmental programs;

(m) Costs incurred in providing security to the Shopping Center, if any;

(n) Auditor verification fees, if any;

(o) Costs for purchase of equipment (or rent if equipment is leased) used for operating and/or maintaining the Common Areas; and

(p) The cost of any other services to be provided by Landlord that are stated elsewhere in this Lease to be included in CAM Expenses.

Landlord may, and without affecting its right to receive reimbursement for CAM Expenses, cause any or all of said services to be provided by an independent contractor or contractors, or by an entity or entities owned and/or controlled by Landlord. The amount of any item or items of expense paid for exclusively and solely by a tenant other than Tenant (hereinafter the "**Excluded Expense**") shall not be included within the charges for CAM Expenses assessed upon Tenant, and with respect to any such items of Excluded Expense, Tenant's Proportionate Share shall be adjusted to exclude the square footage occupied by the tenant directly paying the Excluded Expense when assessing Tenant's CAM Expenses. If Landlord owns and/or controls less than the entirety of the Shopping Center and/or the Common Areas therein, or if Landlord is not the operator of or charged with the obligation to maintain all of the Common Areas within the Shopping Center, or if Landlord is required to reimburse any person or entity for any costs or expenses incurred by such person or entity in maintaining the Common Areas, or for maintaining other parts of the Shopping Center not owned or controlled by Landlord, and such costs and expenses would, under this Lease, be considered to be CAM Expenses but for the fact that such were originally incurred by someone other than Landlord or were incurred in regard to Common Areas not owned or controlled by Landlord, then Landlord shall, in its sole and exclusive discretion, include the costs and expenses payable by it as CAM Expenses.

18.5 Proration of Expenses. Tenant shall pay to Landlord the above-described CAM Expenses, as well as Tenant's Proportionate Share of costs, expenses, and charges to be allocated to Tenant under any other provisions of this Lease, if Landlord elects to include same, in the following manner:

(a) From and after the Rent Commencement Date, but subject to adjustment as provided herein, Tenant shall pay Landlord on the first day of each month of the Lease Term the CAM Estimate as set forth at Paragraph H of the Basic Lease Provisions which shall be applied to Tenant's account and maintained by Landlord for the items included therein, which monthly amount is estimated by Landlord and may be adjusted from time to time by Landlord on the basis of Landlord's experience as well as the anticipated cost of all of the foregoing items. Landlord reserves the right in its sole discretion to amortize the cost of any non-recurring CAM Expenses over such period as Landlord determines and may accelerate and collect from Tenant at the expiration or earlier termination of the Lease Tenant's Proportionate Share of the unpaid portion of any such amortized non-recurring CAM

Expenses. Notwithstanding anything contained herein or any verbal representations made by Landlord or Landlord's agent to the contrary, Landlord expressly does not represent or warrant that the CAM Estimate as set forth in Paragraph H of the Basic Lease Provisions, or in effect at any time hereof, is an accurate representation of the actual costs which may ensue for those items for which the estimated payments are being made. While Landlord may endeavor to estimate such actual costs, for various reasons, including fluctuations in many expenses and taxes over which Landlord may have little or no control, there may be a shortfall when the reconciliation of the estimates to such actual costs is made. Tenant expressly acknowledges that such a shortfall may occur, and hereby agrees to promptly pay its share of these costs in accordance with the terms of this Lease.

(b) If, at the end of any calendar year, Tenant's Proportionate Share of the foregoing CAM Expenses for the year exceeds the total of the CAM Estimates paid by Tenant during such calendar year, Tenant shall pay to Landlord the deficiency upon demand. If the CAM Estimates paid by Tenant during such calendar year exceed Tenant's Proportionate Share of CAM Expenses for the year, Tenant shall be entitled to a credit against CAM Expenses thereafter to become due to Landlord. Landlord shall furnish a statement showing categories of expenses to Tenant annually for the actual expenses for all of the foregoing items and the excess or deficiency of Tenant's payments (the "**CAM Reconciliation Statement**"). Tenant's duties under this Article 18 shall survive the expiration or earlier termination of this Lease. Notwithstanding if this Lease has expired or terminated prior to receiving a CAM Reconciliation Statement, Tenant shall pay to Landlord, within thirty (30) days after delivery by Landlord to Tenant of a CAM Reconciliation Statement, the amount such statement indicates is owed by Tenant.

18.6 Use of Common Areas. Tenant, for the use and benefit of Tenant, its agents, employees, customers and licensees shall have the non-exclusive right, in common with Landlord and other present and future owners, tenants, and their agents, employees, customers, licensees and subtenants, to use the Common Areas for ingress and egress, roadway, sidewalk and automobile parking, except for any restrictions and/or exclusions from such non-exclusive use for the benefit of any other tenant or other purpose. Tenant shall not permit its customers, employees, licensees or invitees to monopolize the Common Areas including without limitation the parking areas of the Shopping Center, and shall take corrective measures as directed by Landlord to ensure that the Common Areas and parking areas may be equally enjoyed by all other tenants and their customers, employees, licensees or invitees at the Shopping Center.

18.7 Tenant/Employee Parking. Tenant, and its employees, vendors and contractors, shall not park any vehicles in any vehicle parking areas of the Common Areas designated for patrons and/or customers of the Shopping Center. Landlord may designate the particular parking area to be used by Tenant and its employees, vendors and contractors. Alternatively, Landlord may ban Tenant and its employees, vendors and contractors from parking anywhere in the Common Areas. Tenant shall furnish Landlord with its and its employees, vendors and contractors' vehicle license plate numbers within fifteen (15) days after taking possession of the Premises, and within five (5) days of Landlord's written request. If Tenant fails to supply Landlord with the license plate numbers of Tenant and its employees, vendors and contractors, Tenant shall pay Fifty and 00/100 Dollar (\$50.00) to Landlord until provided as Additional Rent. If Tenant or its employees, vendors or contractors park their cars in any part of the Common Areas or the Shopping Center other than the area expressly designated for their use, then Landlord may charge Tenant a Twenty and 00/100 Dollar (\$20.00) per day, as Additional Rent, for each day or partial day per car parked in violation, and Landlord may also cause such car(s) to be towed from the Common Areas or the Shopping Center at the cost of Tenant. All amounts due under the provisions of this Section shall be deemed to be Additional Rent and shall be payable by Tenant within three (3) days after a demand from Landlord for payment.

19. HOLDING OVER.

Should Tenant hold over after the Expiration Date or earlier termination of this Lease, Tenant shall become a tenant from month-to-month only and any such holding over shall not constitute an extension of this Lease. During such holding over, Tenant's Minimum Rent as set forth in Section 3.1 of this Lease shall be two hundred percent (200%) of the Minimum Rent in effect immediately prior to such hold over period (the "**Holdover Rent**"), plus all Additional Rent and plus the average monthly Percentage Rent (if the payment of Percentage Rent is required under this Lease) paid during the prior year, if applicable. When the Holdover Rent is determined, Landlord shall give Tenant written notice indicating the amount thereof, however, Landlord's failure to provide or timely provide such notice or Landlord's acceptance thereafter of the Minimum Rent in effect immediately prior to such holdover shall not be deemed a waiver of Landlord's right to collect any and all Holdover Rent owed it from and after the commencement of such holdover. Should Tenant hold over for any portion of a month, Tenant shall be liable for Holdover Rent for the entire month. Notwithstanding the foregoing, nothing contained in this Article shall: (a) constitute Landlord's consent, either express or implied, for Tenant to hold over following the Expiration Date; or (b) affect Landlord's rights of re-entry or any other rights of Landlord hereunder or as otherwise provided by law. Tenant shall indemnify, protect, defend (by counsel approved in writing by Landlord and, as applicable, Landlord's insurance carrier) and hold Landlord harmless from and against any and all claims, judgments, suits, causes of action, damages, losses, liabilities and expenses (including reasonable attorneys' fees and court costs) resulting from such failure to surrender, including, without limitation, any claim made by any succeeding tenant based thereon. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

20. HOURS OF BUSINESS/CONDUCT OF BUSINESS.

Tenant shall open for business fully fixtured, stocked and staffed from the Premises with Tenant's Work complete for Tenant's Permitted Use on or before the Rent Commencement Date. From and after the Rent Commencement Date, Tenant shall continuously and uninterruptedly during the entire Lease Term conduct and carry on Tenant's business in the Premises. Tenant shall keep the Premises open for business and cause Tenant's business to be conducted therein during the usual business hours of each and every business day as is customary for businesses of like character in the city in which the Premises is located to be open for business, but in no event less than eight (8) hours per day, six (6) days a week. Tenant shall keep the Premises adequately stocked with merchandise and with sufficient sales personnel to care for the patronage. Tenant shall also keep its primary trade name sign lit during the evening hours as is customary for businesses of like character in the city in which the Premises is located, and particularly in conformity with the majority of the other tenants at the Shopping Center. In the event of a Default by Tenant of any of the conditions in this Article 20, Landlord shall have, in addition to any and all remedies herein provided, the right at its option to collect not only the Minimum Rent, but Additional Rent at the rate of one three-hundred-sixty-fifth (1/365th) of the amount of the annual Minimum Rent for each day Tenant is in Default or Breach of the provisions of this Article. Landlord and Tenant specifically acknowledge that the Additional Rent remedy provided for in the immediately preceding sentence is a provision for liquidated damages and is not a penalty, that the damages which Landlord is likely to suffer should Tenant breach any of the conditions in this Article are impossible to calculate at the time this Lease is executed and the parties have specifically negotiated this provision, without which Landlord would not have entered into this Lease.

21. COMPETITION.

Tenant, and any and all of its successors and assignees, covenant not to engage in the operation of any store or business which would adversely affect the Gross Sales generated from the Premises. Such prohibited acts include, but are not limited to, the complete or partial ownership, operation or control by Tenant, or any of its successors or assignees, of any store or business within a radius noted on Paragraph M of the Basic Lease Provisions above of the Shopping Center which is competitive with Tenant's business at the Premises. In the event of a Default by Tenant of any of the conditions in this Article 21, Landlord shall have, in addition to any and all remedies herein provided, the right at its option to collect not only the Minimum Rent, but Additional Rent at the rate of one three-hundred-sixty-fifth (1/365th) of the amount of the annual Minimum Rent for each day Tenant is in Default or Breach of the provisions of this Article. Landlord and Tenant specifically acknowledge that the Additional Rent remedy provided for in the immediately preceding sentence is a provision for liquidated damages and is not a penalty, that the damages which Landlord is likely to suffer should Tenant breach any of the conditions in this Article are impossible to calculate at the time this Lease is executed and the parties have specifically negotiated this provision, without which Landlord would not have entered into this Lease. Notwithstanding the foregoing, Tenant's existing stores located at 157 Tom Hill Sr Blvd #205, Macon, GA 31210 shall be exempt from the foregoing restriction.

22. TENANT'S DEFAULT AND REMEDIES.

22.1 Default. A "Default" is defined as a failure by Tenant to observe, comply with or perform any of the terms, covenants, conditions or rules applicable to Tenant under this Lease. A "Breach" is defined as the occurrence of any one or more of the following Defaults and, where a grace period to cure after notice is specified herein, the failure by Tenant to cure said Default prior to the expiration of the applicable cure period:

- (a) Tenant fails, after the date on which it is required by this Lease to open the Premises for business with the public, to be open for business as required by this Lease or vacate or abandons the Premises. The failure of Tenant to carry on its business at the Premises for a period of three (3) consecutive days shall be deemed to be a vacation and/or abandonment of the Premises (except for force majeure or as otherwise agreed to in writing by Landlord);
- (b) The failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure continues for a period of three (3) days after written notice thereof from Landlord to Tenant;
- (c) The failure of Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in sub-paragraph (b) above, where such failure shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's Default is such that more than ten (10) days are reasonably required for its cure, then Tenant shall not be deemed to be in Default if Tenant commences such cure within said ten (10) day period and thereafter diligently pursues such cure to completion, but in no event shall the time to complete the cure of the Default be extended for a period in excess of thirty (30) days, notwithstanding Tenant's diligence in pursuing the cure of such Default;
- (d) The making by Tenant of any general assignment for the benefit of creditors;
- (e) The filing by or against Tenant of a petition in bankruptcy or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within thirty (30) days);
- (f) The appointment of a trustee or receiver to take possession of all or substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days;
- (g) The attachment, execution or other judicial seizure of all or substantially all of Tenant's assets located at the Premises, or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days; or
- (h) The violation by Tenant of any provision of this Lease which specifies that Landlord may treat a violation by Tenant as a Breach of the Lease, in which case no notice of default or cure period shall be provided.

22.2 Remedies. In the event of any Breach by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such Breach, avail itself of any or all of the following remedies:

- (i) With or without terminating this Lease (disregarding whether the Lease terminates as a matter of law as a result of Tenant being evicted), and with or without notice to Tenant, Landlord may, in Landlord's own name but as agent for Tenant, enter into and upon the Premises and take possession thereof or any part thereof or at Landlord's option, retake possession pursuant to summary proceedings. In either such case, Landlord may remove persons and property from the Premises, and such property, if any, may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of Tenant or may be disposed of by Landlord, all without Landlord being deemed guilty of trespass or being liable for any loss or damage which may be occasioned thereby.
- (ii) With or without terminating the Lease (disregarding whether the Lease terminates as a matter of law as a result of Tenant being evicted), Landlord may from time to time thereafter rent the Premises or any portion thereof as the agent of Tenant, with or without advertisement, and by private negotiations, and for any term upon such terms and conditions, including but not limited to such alterations or repairs as Landlord may deem necessary or desirable in its sole discretion, in order to relet the Premises. Tenant shall continue to pay, on a monthly basis, all Rent due under this Lease up to and including, the date upon which any subsequent tenant of part or all of the Premises commences payment of rent, and thereafter Tenant shall pay monthly during the remainder of the Lease Term the difference, if any, between the rent and other charges collected from any such subsequent tenant or tenants and the Rent reserved in this Lease, but Tenant shall not be entitled to receive any excess of any such rents collected over the Rent reserved herein. No such reletting shall be construed as an election by Landlord to terminate this Lease unless a written notice of such election has been given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous Breach. Such payments as provided herein shall constitute liquidated damages to Landlord, Landlord and Tenant acknowledging and agreeing that it is difficult to determine the actual damages that Landlord would suffer by virtue of Tenant's Breach and that the agreed-upon liquidated damages are not a penalty and are just, fair and reasonable.
- (iii) Terminate this Lease by giving written notice of termination, in which case, in addition to Tenant paying to Landlord all unpaid Rent that has become due pursuant to the Lease prior to such termination, Tenant shall pay to Landlord a sum which, at the date of such termination represents the present value (discounted at a rate equal to the then average rate for Moody's "AAA" rated corporate bonds with maturities equal to the remaining Term) of the excess, if any, of (x) the Rent which would have been payable hereunder by Tenant for the remaining Term, in the absence of the termination of the Lease (with Additional Rent calculated, for this purpose only, in an amount equal to the annualized Additional Rent payable for the calendar month prior to such termination), over (y) the fair rental value of the Premises for the same period, all of which present value of such excess sum shall be immediately due and payable by Tenant to Landlord. Such payment shall constitute liquidated damages to Landlord, Landlord and Tenant acknowledging and agreeing that it is difficult to determine the actual damages that Landlord would suffer by virtue of Tenant's Breach and that the agreed-upon liquidated damages are not a penalty and are just, fair and reasonable.
- (iv) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including but not limited to the right to recover the Rent and any other charges and adjustments as they become due hereunder.
- (v) Pursue any other right or remedy, legal or equitable, now or hereafter available to Landlord under the Applicable Law, and recover as damages, in addition to such other rights and remedies, the value of any abated Rent and the unamortized portion of any monetary contribution by Landlord for any Tenant improvements which may have been granted to Tenant hereunder prior to any such Breach.
- (b) Landlord's pursuit of any remedy or remedies, including, without limitation, any one or more of the remedies stated in Paragraph 22.2, shall not (i) constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this Lease or any other legal or equitable remedy or remedies separately or concurrently or in any combination, or (ii) serve

as the basis for any claim of actual or constructive eviction, or allow Tenant to withhold any payments due to Landlord under this Lease.

(c) Notwithstanding any provision of the Lease or applicable law to the contrary, no surrender of the Premises or any part thereof by delivery of keys or otherwise shall operate to terminate this Lease unless and until such termination is expressly accepted in writing by an authorized officer of Landlord.

(d) Neither the commencement of any action or proceeding, nor the settlement thereof, nor entry of judgment thereon shall bar Landlord from bringing subsequent actions or proceedings from time to time, nor shall the failure to include in any action or proceeding any sum or sums then due be a bar to the maintenance of any subsequent actions or proceedings for the recovery of such sum or sums so omitted.

(e) The remedies set forth in this paragraph 22.2 shall survive the termination of the Lease.

23. DEFAULTS BY LANDLORD/LIMITATION OF ACTIONS.

Landlord shall not be in default under this Lease unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event less than thirty (30) days after written notice by Tenant to Landlord and to the holder of each mortgage or deed of trust covering the Premises whose name and address shall have at any time been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligations; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event shall Tenant have the right to terminate this Lease as a result of Landlord's default and Tenant's remedies shall be limited to actual and direct damages and/or an injunction. Moreover, any claim, demand, right or defense of any kind by Tenant which is based upon or arises in any connection with this Lease or the negotiations prior to its execution, shall be barred unless Tenant commences an action thereon, or interposes in a legal proceeding a defense by reason thereof, within six (6) months after the date of the inaction or omission or the date of the occurrence of the event or of the action to which the claim, demand, right or defense relates, whichever applies. Further, any charges billed to Tenant by Landlord under this Lease, including, but not limited to, Landlord's maintenance and repair expenses under Article 8, Tenant's Allocated Real Property Taxes under Article 11, the insurance reimbursements under Article 14, and the CAM Expenses under Article 18, shall conclusively be presumed to be valid and binding on Tenant unless Tenant has provided written notice to Landlord, within sixty (60) days of Landlord's delivery of an invoice or its demand for payment, notifying Landlord of Tenant's objection to such invoice or demand and setting forth in such notice the basis and reasons for such objection.

24. LATE CHARGES/INTEREST.

24.1 Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to processing and accounting charges, and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of Rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) days after such amount shall be due, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payments by Tenant and shall not constitute a penalty. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's Default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. Following each second consecutive installment of Rent that is not paid within five (5) days of the date when due, Landlord shall have the option (i) to require that beginning with the first payment of Rent next due, Rent shall no longer be paid in monthly installments but shall be payable quarterly three (3) months in advance; and/or (ii) to require that Tenant increase the amount of the Security Deposit by one hundred percent (100%).

24.2 Interest. Unless otherwise specifically provided herein, any sums payable to Landlord which are not paid when due shall bear interest at the rate of the lesser of (a) the maximum rate of interest allowed by Applicable Law, or (b) eighteen percent (18%) per annum from the date same becomes due, until paid ("Interest Rate").

25. SAFETY AND HEALTH.

Tenant covenants to comply with the requirements of the Occupational Safety and Health Act of 1970, 29 U.S.C. Subsection 651 et seq. and any similar legislation in the State wherein the Premises is located (hereinafter collectively the "Act"), to the extent that the Act applies to the Premises and any activities thereon. Tenant agrees to defend, indemnify and hold Landlord and the Landlord Indemnified Parties harmless from and against any Claims, arising as a result of Tenant's Breach of the foregoing covenant and from all costs, expenses and charges arising therefrom, including without limitation, attorney's fees and court costs in connection therewith, which indemnity shall survive the expiration or termination of this Lease.

26. CONDEMNATION/EMINENT DOMAIN.

26.1 Definition. If there is any taking of, or damage to, all or part of the Premises, or any interest therein because of the exercise of the power of eminent domain or inverse condemnation, whether by condemnation proceedings, or otherwise, or any transfer of any part thereof or any interest herein made in avoidance thereof (all of the foregoing being hereinafter referred to as a "Taking", or if the context so requires, "Taken"), the rights and obligations of the parties with respect to such Taking shall be as provided in this Article 26. In the event that any authority having the power of eminent domain requests that Landlord convey to such authority all or any portion of the Shopping Center or all or any portion of the Premises, Landlord shall have the right to make a voluntary conveyance to such authority of all or any portion of the Shopping Center or all or any portion of the Premises whether or not proceedings have been filed by such authority; and in the event of any such voluntary conveyance, it shall nevertheless for all purposes hereunder be deemed that there has been a Taking by such authority of the property voluntarily conveyed by Landlord. Accordingly, all of the provisions of this Article shall be applicable notwithstanding such voluntary conveyance.

26.2 Total and Partial Condemnation. If there is a Taking of all of the Premises, this Lease shall terminate, but such rights and obligations of Landlord and Tenant that would have survived the normal expiration or early termination of this Lease shall remain in force and effect. If twenty-five percent (25%) or more of the total square footage of the Premises shall be Taken, or if twenty-five percent (25%) or more of the floor areas of the building in which the Premises is located shall be Taken, Landlord (but not Tenant) shall be entitled to elect to terminate this Lease. If Landlord does not terminate pursuant to the prior sentence, or if less than twenty-five percent (25%) of the Premises or the floor area of the building shall be Taken, then this Lease shall remain in full force and effect and Rent shall be adjusted as provided in Section 26.3. If any part of the Common Areas shall be Taken or appropriated, Landlord shall, within sixty (60) days of the Taking, have the right at its option to terminate this Lease upon written notice to Tenant. If this Lease is terminated in accordance with the provisions of this Article 26, such termination shall become effective as of the date physical possession of the condemned portion is Taken.

26.3 Repair and Restoration; Rent Adjustment. If this Lease is not terminated, (i) Landlord shall, at its sole expense, restore, with due diligence, the remainder of the improvements occupied by Tenant so far as practicable to a complete unit of like quality, character and condition as that which existed immediately prior to the Taking, provided that the scope of the work shall not exceed the scope of the work done by Landlord originally in constructing the Premises, and further provided that Landlord shall not be obligated to expend an amount greater than that which was awarded for said restoration to Landlord for such Taking; and (ii) the Minimum Rent shall be reduced by that proportion which the square footage of the area Taken from the Premises bears to the total square footage of the Premises immediately before the Taking, and any other amounts payable by Tenant under this Lease that are

based in whole or part on the square footage of the Premises shall be adjusted as elsewhere set forth in this Lease. Minimum Rent shall not be adjusted for any Taking of a portion of the Common Areas or the building in which the Premises is located.

26.4 Award. The total and entire award or compensation in such proceedings, whether for a total or partial Taking, or for diminution in the value of the leasehold or for the fee or for any other reason shall belong to, and be the property of, Landlord; provided, that Tenant shall be entitled to recover from the condemnor such compensation as may be separately awarded by the condemnor to Tenant or recoverable from the condemnor by Tenant for the Taking of trade fixtures and equipment owned by Tenant in its own right (meaning personal property, whether or not attached to the real property, which may be removed without injury to the Premises) and for the expense of removing and relocating them, and for the loss of goodwill to the extent that is severally awardable, provided that such award does not adversely affect Landlord's award.

27. HAZARDOUS MATERIALS.

27.1 Prohibition Against Hazardous Materials. Tenant shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials (as defined herein) in or about the Premises or the property of which the Premises is a part. Tenant shall not allow the storage or use of any Hazardous Materials in any manner not sanctioned by law and/or by the highest standards prevailing in the industry for the storage and use of such Hazardous Materials, nor allow to be brought into the Premises any Hazardous Materials except to use in the ordinary course of Tenant's business, and then only in those limited amounts ordinarily used in similar businesses, and only after written notice is given to Landlord of the identity of such Hazardous Materials. Without limitation, "Hazardous Materials" shall mean any substance which is toxic, ignitable, explosive, reactive, or corrosive or which is regulated by any local government (city, county or state), or by the United States Government as a "Hazardous Substance", "Hazardous Waste", or "Hazardous Material", and shall include without limitation those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Article 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Article 6901 et seq., any applicable state or local law and the regulations adopted under these acts, including but not limited to petroleum and its derivatives.

27.2 Compliance with Law/Indemnification. If any lender or governmental agency shall ever require any action to ascertain whether or not there has been any release of Hazardous Materials, then the costs thereof shall be reimbursed to Landlord from Tenant upon demand as Additional Rent if such requirement applies to the Premises. In addition, Tenant shall, at its sole expense, undertake to comply with any and all Applicable Law, statutes, and ordinances concerning Hazardous Materials to which Tenant, as part of its use and occupancy of the Premises, is subject, and Tenant hereby agrees to cooperate with Landlord as may be required by Landlord's undertaking to similarly comply. Tenant shall further reimburse Landlord for any and all costs or expenses incurred by or on behalf of Landlord in regard to the investigation or remediation of Hazardous Materials or compliance with Applicable Law or otherwise incurred under this Article, including without limitation any and all regulatory oversight costs. In all events, Tenant shall defend (with counsel satisfactory to Landlord), indemnify, release and hold Landlord and the Landlord Indemnified Parties harmless from all liability, claims, penalties, fines, judgments, costs, losses, damages and expenses of any kind, including, without limitation, investigation and/or cleanup costs, consultant's fees, expert's fees, and attorney's fee, court costs, settlement, a decrease in the value of the Premises or Shopping Center, damages due to loss or restriction of rentable or usable space, any damages due to an adverse impact on the marketing of the Premises, and any damages arising from, in connection with, resulting from and/or caused by the release of Hazardous Materials at and/or the migration of Hazardous Materials from the Premises. The obligations of Tenant under this Article 27 shall survive the expiration or other termination of this Lease.

27.3 Duty to Inform Landlord. If Tenant knows, or has reasonable cause to believe, that a Hazardous Material, or a condition involving or resulting from same, has come to be located in, on, under or about the Premises, other than as previously consented to by Landlord, Tenant shall immediately provide written notice of such information to Landlord. Tenant shall also immediately provide Landlord with a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action or proceeding given to, or received from, any governmental authority or private party, or persons entering or occupying the Premises, concerning the presence, spill, release, discharge of, exposure to or remediation of any Hazardous Materials or contamination in, on or about the Premises. In the event that Hazardous Materials are used at the Premises, requiring that Tenant, at its sole cost and expense, obtain and maintain a policy of pollution legal liability insurance ("Environmental Insurance") which Environmental Insurance policy shall be subject to the review and approval of Landlord and the insurance requirements set forth in Section 14.9, above. The Environmental Insurance shall name Landlord and Westwood, as additional named insureds with limits of liability of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.

27.4 Prohibition Against Invasive Testing. Tenant shall not perform any Invasive Testing (as defined below) at the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. As used herein, "Invasive Testing" includes, without limitation, any testing, investigation, sampling, assessment or analysis of indoor air, soil, soil vapor or groundwater at the Premises or any disturbance of soil, soil vapor or groundwater at the Premises (including, without limitation, by drilling, coring, augering or otherwise).

27.5 Disposal of Hazardous Materials. Tenant shall not dispose of Hazardous Materials inside the Premises, or on any land owned by Landlord (including without limitation the Shopping Center) and shall not release Hazardous Materials into the storm water drain system or the sanitary sewer system, including without limitation any sinks, toilets or drains at the Premises. Tenant shall, in accordance with all Applicable Law, dispose of Hazardous Materials to licensed off-Premises Hazardous Materials disposal facilities by duly licensed haulers.

28. NO ACCORD AND SATISFACTION.

No acceptance by Landlord of a lesser sum than the Rents or any other charge then due shall be deemed to be other than on account of whichever installment of such Rent or charge due as Landlord, at Landlord's sole discretion, so elects to apply, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent or other charge be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy as provided in this Lease.

29. RELOCATION OF PREMISES.

Landlord shall have the right to relocate the Premises to another part of the Shopping Center (hereinafter the "Relocated Premises") provided that the Relocated Premises shall be similar in nature, visibility and accessibility to the Premises as determined in Landlord's sole but reasonable discretion and Landlord shall bear the cost of such relocation. In the event Tenant disapproves the Relocated Premises, Tenant and Landlord shall have the right to terminate this Lease effective thirty (30) days after the date Tenant or Landlord notifies the other that it is terminating this Lease. Notwithstanding the foregoing, if Tenant terminates this Lease as above, Landlord shall have the right at any time prior to the effective date of such termination to rescind its election to relocate the Premises to the Relocated Premises, in which event Tenant's termination of this Lease shall be null and void, Tenant shall continue to occupy the Premises (as opposed to the Relocated Premises) and this Lease shall continue in full force and effect.

30. CHANGES TO SHOPPING CENTER/EASEMENTS AND LICENSES/RIGHT OF ENTRY.

30.1 Changes to and Constitution of the Shopping Center. Landlord reserves the right at any time or times, to remodel, expand, contract, delete, multi-deck or otherwise alter or change any portion or portions of the Shopping Center in any manner whatsoever without the consent of Tenant including, without limitation, the location, shape, size, design or any other component of the Shopping Center, including its Common Areas, and any such modified Shopping Center or Common Areas shall, effective as of the completion of such modification, be deemed to be the Shopping Center or Common Areas as described in this Lease. Landlord makes no warranties or representations as to the present occupants or occupancy level of the Shopping Center, or

of future occupancy commitments. Tenant waives any duty or obligation, express or implied, on the part of Landlord to keep the Shopping Center leased or occupied, or partially leased or occupied, or to lease (or not to lease) portions of the Shopping Center for any specific purpose, use or type of use. Landlord reserves the absolute right to allow such other tenancies in the Shopping Center as Landlord shall determine to best promote the interests of the Shopping Center, which right includes the right to prohibit certain tenant uses and/or to grant exclusive use rights to other tenants or entities. Without limiting the foregoing, Landlord shall have the absolute right to allow the operation of kiosks, carts, "pop-ups", and other commercial uses in any area of the Shopping Center, including the Common Areas.

30.2 Easement, Licenses and Rights. Landlord reserves unto itself, and to the extent not so reserved Tenant hereby grants to Landlord, such licenses, easements, and other rights in, over or under the Premises, or any portion thereof as shall be required or desired by Landlord for the construction, installation, repair, replacement and/or maintenance of structural supports and members, mains, conduits, pipes or other facilities to serve the Shopping Center, or any part thereof, as the same may be altered as provided in Section 30.1 hereof, including, but not by way of limitation, the premises of any other occupants.

30.3 Waiver of Claims. Tenant hereby waives any and all claims and causes of action resulting directly or indirectly from Landlord's exercise of any of its rights, reservations, licenses or easements as provided in this Article, including by way of example but not limitation, claims for business interference, lost profits, damage to or loss of personal property, loss of benefit of the Lease or the Premises, or otherwise.

31. GENERAL PROVISIONS.

31.1 Force Majeure. If any party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, impossibility to procure materials, restrictive governmental laws or regulations or by other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, nothing contained in this Section 31.1 shall excuse Tenant from the prompt payment of any Rent or other charge required of Tenant hereunder except as may be expressly provided elsewhere in this Lease, nor shall Tenant's inability to obtain governmental approval for Tenant's Permitted Use or for its occupation of the Premises excuse any of Tenant's obligations hereunder.

31.2 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

31.3 Covenants and Conditions. Each provision of this Lease performable by Tenant shall be deemed to be both a covenant and a condition.

31.4 Binding Effect/Choice of Law. Subject to any provisions hereof restricting assignment or subletting by Tenant and subject to the provisions of Article 17, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State wherein the Premises is located, and Landlord and Tenant agree that this Lease has been made and is to be performed in the County wherein the Premises is located.

31.5 Subordination/Attornment. Tenant hereby subordinates this Lease to any ground or senior master lease(s) covering all or a portion of the Shopping Center owned by Landlord of which the Premises are a part and any deed(s) of trust, mortgage(s), security deed(s), or the lien of any other security instrument for financing or refinancing (singularly, "Security Instrument" and collectively, "Security Instruments"), and any renewals, replacements, modifications or extensions thereof, which encumber(s) all or any portion of the Shopping Center owned by Landlord of which the Premises are a part, and to all advances made or hereafter to be made which are secured by any of the foregoing either now in force (collectively, "Existing Encumbrances") or subsequently in force (collectively, "Future Encumbrances"). The preceding sentence shall be self-operative and no further instrument of subordination shall be required; provided, however, to the extent Applicable Law requires further documentation to be executed in order to cause this Lease to be subordinate to either Existing Encumbrances or Future Encumbrances, and the renewals, replacements, modifications or extensions thereof: (i) Tenant hereby appoints Landlord as its attorney in fact coupled with an interest to execute any documentation which is determined by Landlord or its lender(s) to accomplish such subordination; or alternatively, (ii) within ten (10) days from Landlord's written demand, Tenant hereby agrees to execute, acknowledge and deliver such documents as are required by Landlord or its lender(s) to accomplish such subordination. If any of Landlord's lenders at any time require an express acknowledgment of the subordination of this Lease to any Security Instrument, Tenant shall execute, acknowledge and deliver such documentation required by such lender and return same to Landlord within ten (10) days from Landlord's written demand therefor. Any lender may at any time elect to cause this Lease to have priority over its Security Instrument by unilaterally executing an instrument subordinating its Security Instrument to this Lease, or accepting a Security Instrument containing a clause providing for such subordination, and if required by Landlord or its lender(s), within ten (10) days after Landlord's or Landlord's lender's request Tenant shall execute, acknowledge and deliver any and all instruments necessary or appropriate to confirm the priority of this Lease over such Security Instrument. In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by Landlord covering the Premises or delivery to a mortgagee of a deed in lieu of foreclosure, Tenant shall attorn to the purchaser or transferee upon any such foreclosure or sale or transfer and recognize such entity as Landlord under this Lease. Tenant's failure to execute any such documentations as required hereunder shall, at Landlord's election, constitute a Breach by Tenant under this Lease.

31.6 Attorney's Fees. In the event of any litigation between Landlord and Tenant to enforce or interpret any provision of this Lease or any right of either party hereto, the unsuccessful party to such litigation shall pay the successful or prevailing party's reasonable attorney's fees and taxable and non-taxable costs and expenses, including expert witness fees. In addition, any judgment entered in the litigation shall expressly provide, among other things, for the successful or prevailing party's recovery, upon subsequent application to and approval of the Court, of any post-judgment attorney's fees and taxable and non-taxable costs and expenses incurred by such party in enforcing and/or collecting upon the judgment, and the judgment shall further expressly reserve jurisdiction in the Court to award, modify and/or supplement the judgment for the purpose of awarding such fees and costs. In the event Landlord engages the services of an attorney to enforce or protect its rights under the terms of this Lease as a result of the filing by or against Tenant or any guarantor of Tenant of a bankruptcy petition, Landlord shall be entitled to recoup its actual attorneys' fees and costs incurred, regardless of whether any action or litigation is commenced. In addition thereto, Tenant agrees to pay Landlord's costs, expenses and actual attorney's fees with respect to:

- (a) Each request by Tenant for permission or consent to assign or sublet the Premises, in whole or in part, (such costs being in addition to the non-refundable administrative fee as set forth in Section 17.1);
- (b) Each request made by Tenant to modify, amend or supplement this Lease;
- (c) Each request made by Tenant to make any Alterations (other than Tenant's Work), or to modify and/or improve the Premises; and
- (d) Any Breach or Default of Tenant which is cured prior to litigation or cured after litigation has commenced but prior to judgment.

Landlord shall notify Tenant of the amount of such costs and attorney's fees, and Tenant shall pay same (as Additional Rent) within three (3) days of such notice.

Without limiting the foregoing, if Landlord uses the services of an attorney at law to collect any Minimum Rent, Additional Rent or other sums owed by Tenant under this Lease, Tenant shall also pay fifteen percent (15%) of the total amount due, including interest, as attorney's fees.

31.7 Landlord's Access. Landlord and Landlord's agents shall have the right to enter the Premises after providing 24-hours advance written notice to Tenant (except in the case of an emergency or to perform regularly scheduled services) for the purpose of testing and/or inspecting same, ensuring compliance with Tenant's obligations under this Lease, showing the Premises to prospective lenders, buyers, and/or tenants, and to post notices of non-responsibility. Landlord and Landlord's agents shall also have the right to enter the Premises and make any repairs or restoration as may be needed or allowed to maintain the Premises pursuant to the terms of this Lease and may for such purposes erect scaffolding and other necessary structures. Tenant hereby waives any claim for damages or for any injury or any inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned by Landlord's entry onto the Premises or its activities thereon. Landlord shall, without liability to Tenant, have the right to use any and all means which Landlord may deem proper to open the doors to the Premises in an emergency in order to obtain entry to the Premises. Any entry to the Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of the Premises, or an eviction of Tenant from the Premises or any portion thereof. Landlord reserves the right to post two "For Lease" signs inside the windows of the Premises during the last sixty (60) days of the Lease Term, and Tenant agrees to allow such signs to be reasonably displayed and to keep such signs posted.

31.8 Merger. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, or a termination by Landlord, shall not act as a merger.

31.9 Estoppel Certificate. Tenant shall, upon not less than ten (10) days' prior written notice from Landlord and/or Landlord's lender, execute, acknowledge and deliver to Landlord, Landlord's lender and/or any prospective purchaser of the Shopping Center a statement in writing, on a form provided by Landlord or Landlord's lender, certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), setting forth the dates to which the Rent and other charges are paid in advance, if any, and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed, and setting forth the date of commencement of Rent and Expiration Date and setting forth such other matters as may be requested by Landlord and/or Landlord's lender. It is expressly understood and agreed that any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises is a part. If Landlord desires to finance or refinance the Premises, or any part thereof, then upon not less than ten (10) days' prior written notice from Landlord and/or Landlord's lender, Tenant agrees to deliver to any lender designated by Landlord Tenant's and Guarantor's, if any, financial statements for the immediately preceding three fiscal years.

31.10 Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision thereof.

31.11 Time of Essence. Time is of the essence with respect to all matters set forth in this Lease.

31.12 Captions. Article and Section captions are not a part hereof and are inserted only as a matter of convenience and in no way amplify, define, limit, construe or describe the scope or intent of such sections of this Lease.

31.13 Incorporation of Prior Agreements/Amendments. There are no oral agreements between the parties hereto, or their agents or brokers, if any, affecting this Lease, and this Lease supersedes and cancels any and all previous promises, negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Landlord or its agents or brokers to Tenant or Tenant's agents or brokers with respect to the subject matter hereof, and none thereof shall be used to interpret or construe this Lease. This Lease contains all agreements of the parties with respect to any matter mentioned herein, there are no other representations or warranties between the parties and all reliance with respect to representations is solely upon the representations and agreements contained in this document. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.

31.14 Notice. All notices and demands which may or are required or permitted to be given by either party to the other hereunder shall be in writing and shall be deemed to have been given, if mailed by certified mail, postage prepaid, return receipt requested, on the date which is three (3) days after the date posted, if by overnight courier, such as Federal Express, on the date of actual delivery or refusal of delivery, or if personally delivered, on the date when delivered to the address shown above, or to such other places Tenant or Landlord may from time to time designate in a notice to the other. Either party may change its notice address upon at least ten (10) days' prior written notice to the other party. If a notice cannot be delivered because the intended recipient changed its address without notifying the other party as required by this Section 31.14, then the notice will be deemed refused by the intended recipient. Notwithstanding the foregoing, Landlord's service of notice to the Premises shall be deemed to be proper service and notice under this Lease. Notices hereunder may be given by an agent or attorney acting on behalf of Landlord. The parties acknowledge that copies of any notice sent by facsimile or e-mail or other electronic communication are for convenience only and shall not be deemed to be proper notice required hereunder.

31.15 Waiver. No past waiver by Landlord of any provision hereof shall be deemed a future waiver of any provision hereof or of any subsequent Default or Breach by Tenant of the same or any other provision, and no claim of waiver or estoppel shall be effective as against Landlord unless such waiver or estoppel is acknowledged in writing by Landlord. Landlord's consent to or approval of any subsequent act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any act by Tenant. The acceptance of Rent hereunder by Landlord shall not be a waiver of any preceding Default or Breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding Default or Breach at the time of acceptance of such Rent.

31.16 Landlord's Liability. In the event of a transfer of title or Landlord's interest in or to the Premises and/or Shopping Center, Landlord herein named (and in case of any subsequent transfers the then grantor) shall be relieved from and after the date of such transfer of all liability for any of Landlord's obligations thereafter to be performed. Notwithstanding anything to the contrary in this Lease, any judgment obtained by Tenant against Landlord shall be satisfied only out of Landlord's equity interest in the Shopping Center and the Rents receivable by Landlord therefrom. Neither Landlord nor any of its general or limited partners, officers, directors, shareholders, members, managers, beneficiaries or employees shall have any personal liability for any matter in connection with this Lease or Landlord's obligations as Landlord of the Premises.

31.17 Rules, Regulations and Restrictions. Tenant shall observe faithfully and comply directly with any and all rules, regulations, restrictions, conditions and/or covenants (except that Tenant's monetary obligations to Landlord under this Lease shall not be increased), including, but not limited to: (i) the rules and regulations attached to this Lease as an exhibit, if any, and (ii) such other rules, regulations, restrictions, conditions and/or covenants as may hereafter be in effect or as Landlord may hereafter from time to time adopt for the safety, care and/or cleanliness of the Premises, for the building and Shopping Center in which the Premises is located, and for the preservation of good order therein. Tenant agrees to pay Landlord, as Additional Rent, the sum of One Hundred and 00/100 Dollars (\$100.00) for each instance of violation of the rules and regulations not corrected within (2) days after Landlord's notice to Tenant. The parties hereby agree that such amount represents a fair and reasonable estimate of the cost which Landlord will incur by reason of such delay. Notwithstanding the foregoing, Tenant's payment of such amount shall not deprive Landlord of any other rights and remedies available to it under this Lease, at law or in equity as a result of Tenant's breach of its obligations described herein.

31.18 Mutual Agency/Co-Tenant. In the event Tenant hereunder is comprised or constituted of more than one person or entity, all of such persons and entities shall be jointly and severally liable hereunder. Furthermore, each Tenant hereby appoints each remaining Tenant as his, her or its agent, representative and attorney-in-fact, to act for and on behalf of said Tenant with respect to all matters relating to, or arising from this Lease, the tenancy created hereby, the obligations herein set forth, and the use and occupancy of the Premises, specifically including but not limited to the right to alter, amend, modify, extend, supplement and terminate this Lease and the tenancy created hereunder. This agency shall continue and is irrevocable at all times during the period that the Premises is occupied by any co-tenant.

31.19 Authority of Tenant. If any Tenant is a corporation, partnership, limited liability company or other non-incorporated business entity, each individual executing this Lease on behalf of said corporation, partnership, limited liability company or other non-incorporated business entity represents and warrants that he, she or it is duly authorized to execute and deliver this Lease on behalf of said corporation, partnership, limited liability company or other non-incorporated business entity in accordance with the bylaws and/or organization documents of said entity and further that this Lease is binding and obligatory upon said Tenant.

31.20 Jury Trial Waiver. To the extent permitted by law, Landlord and Tenant hereby intentionally, knowingly and irrevocably waive their respective right to trial by jury of any cause of action, claim, counter-claim or cross-complaint in any action, proceeding and/or hearing brought by either Landlord against Tenant or Tenant against Landlord on any matter whatsoever arising out of or in any way connected with this Lease or the negotiations leading up to the Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises or any claim of injury or damage, or the enforcement of any remedy under any law, statute or regulation now or hereafter in effect. If Landlord shall commence any summary proceeding against Tenant, Tenant shall not interpose any counterclaim of whatever nature or description in any such proceeding (unless failure to interpose such counterclaim would preclude Tenant from asserting in a separate action the claim which is the subject of such counterclaim), and will not seek to consolidate such proceeding with any other action which may have been or will be brought in any other court by Tenant or Landlord.

31.21 Broker's Fee. Landlord and Tenant each represent and warrant to the other that neither has had any dealings with any person, firm, broker or finder other than the person(s), if any, whose names are set forth in Paragraphs Q and R of the Basic Lease Provisions in connection with the negotiation of this Lease and/or the consummation of the transaction contemplated hereby, and no other broker or other person, firm or entity is entitled to any commission or finder's fee in connection with said transaction. Tenant and Landlord do each indemnify, hold harmless and agree to defend the other from and against any costs, expenses, attorney's fees or liability from compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying party, which indemnity shall survive the expiration or termination of this Lease.

31.22 Recordation. Neither Landlord nor Tenant shall record this Lease.

31.23 Returned Checks. Tenant agrees to pay Landlord as Additional Rent a fee no less than Fifty and 00/100 Dollars (\$50.00) for each returned check or insufficient ACH transaction, in addition to any late charge or other penalties provided elsewhere in this Lease. Tenant authorizes Landlord to obtain Tenant's credit report periodically during its tenancy (including any extension of term, holdover or option period) in connection with the approval, modification or enforcement of this Lease.

31.24 Title to Premises. Tenant acknowledges that title to the Premises may be subject to easements, covenants, restrictions, conditions, declarations and agreements of record (hereinafter the "**Recorded Instruments**") and agrees to be bound by their terms. Tenant waives any right it may have to approve any subsequent changes to or amendment of the Recorded Instruments.

31.25 Quiet Enjoyment. Provided Tenant is not in Default of this Lease, Tenant shall have quiet possession of the Premises for the entire Lease Term, subject to all of the provisions of this Lease.

31.26 Interpretation. The parties hereby acknowledge and agree that each has been given the opportunity to independently review this Lease with legal counsel, and/or have the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. In the event of any ambiguity in or dispute regarding the interpretation of same, the interpretation of this Lease shall not be resolved by any rule of interpretation providing for the interpretation against the party who caused the uncertainty to exist or against the draftsman.

31.27 Electronic Signature/Counterparts. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with the laws of the State wherein the Premises is located. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Landlord and Tenant agree that electronic means will not be used by either party to modify or alter the content or integrity of this Lease without the knowledge and consent of the other party. The parties agree that the electronic signature of any party to this Lease shall be as valid as an original signature of such party and shall be effective to bind such party to this Lease. The parties may execute and electronically deliver copies of this Lease and/or counterpart signature pages, which electronic copies shall be equally as effective as delivery of originally-executed counterparts.

31.28 Confidentiality. Tenant acknowledges and agrees that as a material condition of this Lease, the negotiations preceding the execution of this Lease and the terms and conditions herein are confidential and are to remain strictly private to the fullest extent permitted by law. With the exception of Tenant's attorneys, accountants, tax preparers, insurers and/or lenders, and any governmental agency having jurisdiction or authority over Tenant or the Premises, Tenant shall not disclose, consent to the disclosure or otherwise disseminate the foregoing confidential information to any person or third party, including, but not limited to, any existing or prospective tenant at the Shopping Center, any real estate broker or to any other person or entity. The foregoing restriction shall survive the termination of this Lease for a period of five (5) years, and any violation of this provision shall constitute a Breach of this Lease.

31.29 Exhibits. Any and all Exhibits described in the Table of Contents (and referenced therein as attached to the Lease), or referenced in or attached to this Lease, and any clauses, plats, riders, attachments, amendments and addenda, if any, affixed to this Lease are deemed a part of and are incorporated into this Lease as though fully set forth herein.

31.30 Changes Requested by Lender. If, in connection with obtaining financing for the Shopping Center, Landlord's lender shall request modifications in this Lease as a condition to the financing, Tenant will not unreasonably withhold, condition, or delay its consent, provided that the modifications do not materially alter the obligations of Tenant or materially and adversely affect the leasehold interest created by this Lease.

31.31 Office of Foreign Assets Control, Department of the Treasury Certification. Tenant certifies that:

(a) It is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "**Specially Designated National and Blocked Person**," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and

(b) It is not engaged in this transaction, directly or indirectly, on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation.

Tenant hereby agrees to indemnify, defend and hold the Landlord Indemnified Parties harmless from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification, which indemnity shall survive the expiration or termination of this Lease.

31.32 Relationship of the Parties. Nothing contained in this Lease shall be deemed or construed as creating the relationship of principal or agent or a partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computing rents nor any other provision contained herein nor the acts of the parties hereto shall be deemed to create any relationship between the parties other than landlord and tenant.

31.33 No Option. The submission by Landlord to Tenant of this Lease shall be deemed solely for Tenant's consideration and not for acceptance. Such submission shall have no binding force or effect, shall not constitute any rights or impose any obligations on either party. The execution and return of this Lease by Tenant to Landlord shall be deemed Tenant's offer to lease the Premises. This Lease shall have no binding force and effect unless and until Tenant and Landlord have executed this Lease and a duplicate original hereof shall have been returned by Landlord to Tenant.

NO REPRESENTATION OR RECOMMENDATION IS MADE BY LANDLORD AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION RELATED THERETO. THIS DOCUMENT HAS BEEN PREPARED FOR SUBMISSION TO TENANT'S ATTORNEY FOR HIS, HER OR ITS REVIEW AND APPROVAL REGARDING TENANT'S PROTECTION OF ITS LEGAL RIGHTS.

IN WITNESS WHEREOF, the parties have executed this Lease under seal as of the latter day and year written below.

LANDLORD:

TENANT:

WF TOBESOFKEE CROSSING LLC,
a Delaware limited liability company,

By: Westwood Financial Corporation,
a Delaware corporation
Its: Manager

By: DocuSigned by:
Mark Bratt (SEAL)
30529E906480453
Name: Mark Bratt
Its: CEO
Dated: 2/17/2023

LUIS RESENDIZ FIGUEROA, AN
INDIVIDUAL
AND GIOVANNA PINA, AN INDIVIDUAL

By: DocuSigned by:
Luis Resendiz Figueroa (SEAL)
Luis Resendiz Figueroa,
an individual
Dated: 2/16/2023

By: DocuSigned by:
Giovanna Pina (SEAL)
Giovanna Pina, an individual
Dated: 2/16/2023

EXHIBIT "B"
LANDLORD'S WORK

None.

EXHIBIT "E"

SIGN CRITERIA

Conformance with this Exhibit "E" shall be strictly enforced and any nonconforming or unapproved signs which are installed shall be brought into conformance promptly at the sole expense of Tenant. Landlord shall administer and interpret the criteria.

GENERAL REQUIREMENTS

1. Tenant shall be required to have one sign and in some locations within the Shopping Center, Tenant will be given the opportunity to have a second sign.
2. Tenant shall submit three (3) copies of drawings of Tenant's proposed signs to Landlord for approval prior to applying for a sign permit. All requirements of this criteria and of the city in which the Shopping Center is located ("City") must be followed. After Landlord approval, Tenant's sign contractor must submit the following to the City:
 - a. A site plan showing the location of the Premises in the Shopping Center, plus streets, alleys and rights of way providing legal access to the Shopping Center.
 - b. An elevation of the Premises drawn to scale and showing sign placement and Premises width.
 - c. A detailed elevation of the sign drawn to scale showing all colors, materials, dimensions and copy.
 - d. Fabrication and installation details, including U.L. electrical specifications, type and intensity of illumination, quantity and type of transformers and circuit load required to operate the display.
 - e. Address of Landlord, APN number and phone number.
 - f. Legal description of the Shopping Center.
 - g. Location of any easement for public utilities.
3. Signage shall be limited to the name and, if applicable, icon graphic sign of Tenant. Product name or description will not be allowed on Tenant's signs.
4. Letter fonts will be open to the approval of Landlord or his agents.
5. All main identification signs will be internally illuminated channel letters and are required to be circuited and switched separately from other store lighting and shall remain illuminated during standard evening hours of business.
6. Formed plastic, paper, injection molded plastic, flashing lights and typical rectangular box type signs are prohibited.
7. Temporary sale and special event signs may not be used in the storefront and may not be hung in the merchandising zone or suction cupped to the storefront glass. Fabrication and installation shall comply with all applicable local and state laws.
8. All signs will be UL rated for exterior use and labeled.
9. Sign manufacturer labels, U.L. labels and City permit numbers will be the minimum size required by the appropriate governing agency.
10. All internal illumination to be light emitting diodes ("LED") or neon to conform to U.L. #2161 GFI requirements.
11. All signs to have separate ground wires.
12. All Tenant service doors will have standard identification (i.e., Tenant's name and number). All Tenant signage shall be open to approval of Landlord.

SIGN TYPES

The following sign types are acceptable in designated sign locations only.

Sign Type A - Internally Illuminated Channel Letters

Materials: Individual pan channel letters with opaque metal returns and backs with translucent acrylic faces. Letter fonts will be one of the following: "Helvetica Medium" or "Handel Gothic." Businesses with documented, registered logo/trade marks are exempt from this requirement.

Letter edges to be constructed of 22 gauge electro-galvanized sheet metal, 5" deep. Letter backs to be 22-gauge electro-galvanized sheet metal. Letters shall be primed with an acid based primer and painted with industrial grade enamel.

Letter channels are to be bronze on the exterior and white on the interior.

Faces are to be 3/16" acrylic plastic with 1/4" bronze trim cap. Allowable colors (except for registered trademarks) shall be:
White #7328 Blue #2051 Red #2793 Yellow #2037 Green #2108.

All LED or neon to conform to UL #2161 GFI requirements. All signs to have separate ground wires.

Sign Type B - Applied Letters on Glass

Materials: Silk-screened, gold leaf, silver leaf, vinyl letters or logo. Restrictions: 4" high maximum and located 3' 0" to 6' 0" above floor line. Must be applied on tenant side of glass.

Sign Type C - Service Door Letters

Materials: Vinyl letters or logo. Restrictions: Black 4" high maximum and located 5' 6" above floor line. Must be applied to the wall on the opening side of the door.

Sign Type D - Pedestrian Walk Way Sign (if applicable)

Materials: Double faced cedar or redwood sandblasted sign. All signs are to be a maximum of 18" x 36", 2" thick. Tenant type-style and optional logo to match main I.D. sign. Background to be sandblasted and stained with transparent Olympic Stain #713. Raised copy and border to be painted to match main I.D. sign. Such sign to be designed, fabricated and installed by Landlord at Tenant's expense. The cost of the under-canopy sign is approximately Two Hundred Fifty and 00/100 Dollars (\$250.00) and such amount is due upon execution of this Lease by Tenant. Tenant will be billed for the difference should the cost exceed Two Hundred Fifty and 00/100 Dollars (\$250.00). Notwithstanding the foregoing, Landlord may elect to have Tenant fabricate and install such pedestrian walkway sign at Tenant's expense and subject to Landlord's approval.

SIZE - SQUARE FOOTAGE REQUIREMENTS

Multi-Tenant Building First Story

Maximum allowable letter size to be 20" tall in a single line or a maximum combined height of 24" if in two lines.

Landlord's Initials

Tenant's Initials

Maximum square footage allowable is one square foot of sign area per one lineal foot of the Premises frontage. Maximum logo size to be 24" will count toward total allowable square footage. Maximum allowable length to be 70% of the overall Premises frontage.

Multi-Tenant Building Second Story

Maximum allowable letter size to be 12" tall in a single line.

Maximum square footage allowable is one square foot of sign area per one lineal foot of the Premises frontage. Maximum logo size to be 12" will count toward total allowable square footage. Maximum allowable length to be 70% of the overall Premises frontage.

Major Tenant

Tenants with 5,000 square feet of interior lease space qualify as Major.

Maximum allowable letter size to be 60" tall in a single line or a maximum combined height of 60" if in two lines.

Maximum square footage allowable is one square foot of sign area per one lineal foot of the Premises frontage. Maximum logo size to be 60" will count toward total allowable square footage. Maximum allowable length to be 70% of the overall Premises frontage.

Freestanding Buildings

Maximum allowable letter size to be 36" tall in a single line or a maximum combined height of 36" if in two lines.

Maximum square footage allowable is one square foot of sign area per one lineal foot of Tenant's Premises frontage. Maximum logo size to be 36" will count toward total allowable square footage. Maximum allowable length to be 70% of the overall Premises frontage.

Freestanding or Drive Thru Restaurant

Maximum allowable letter size to be 36" tall in a single line or a maximum combined height of 36" if in two lines.

Maximum square footage allowable is one square foot of sign area per one lineal foot of Tenant's Premises frontage. Maximum logo size to be 48" will count toward total allowable square footage. Maximum allowable length to be 70% of the overall Premises frontage.

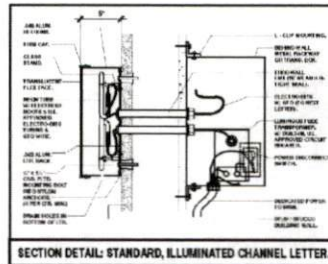
Freestanding directional signs will be allowed where necessary to enhance driver safety. Directional sign will not bear advertising, maximum size will be 8 square feet 4 feet tall.

Freestanding menu and presale menu will be allowed. The maximum menu size will be 25 square feet 6 feet tall. The maximum presale menu size will be 15 square feet 4 feet tall.

National chain accounts will be allowed their standard menu, presale boards and directional sign.

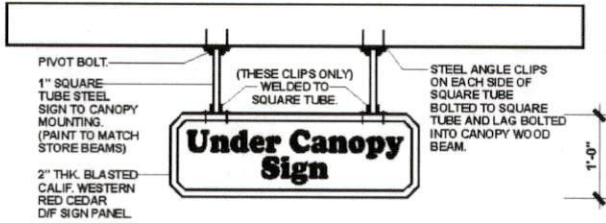
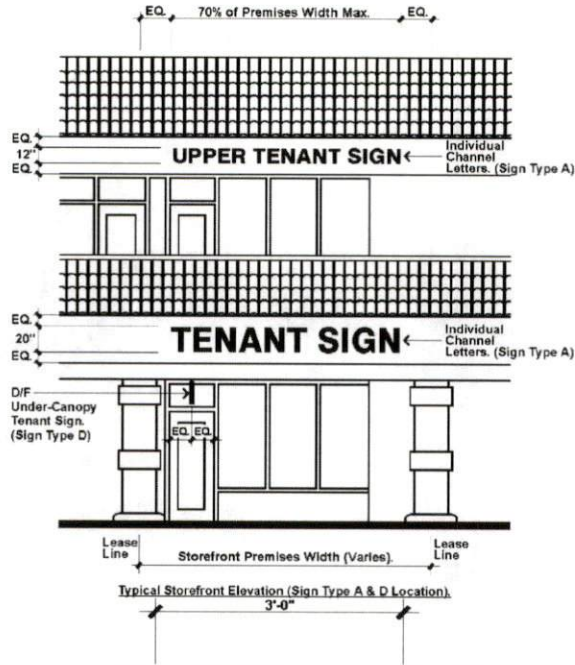


Individual, Internally Illuminated channel letter Tenant storefront wall sign. (Sign Type A)



Landlord's Initials _____

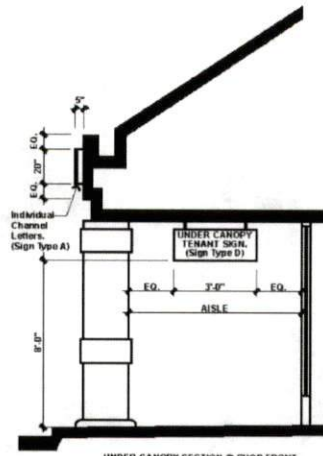
Tenant's Initials _____



Detail: Under-Canopy Sandblasted Wood Sign (Sign Type D).

Landlord's Initials _____

Tenant's Initials _____



UNDER CANOPY SECTION & SHOP FRONT

This Signage Criteria Prepared By IEA Signs R 4-26-02

End of Exhibit

Landlord's Initials _____

Tenant's Initials _____

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: Luis Resendiz Figueroa Date: 12-07-2023

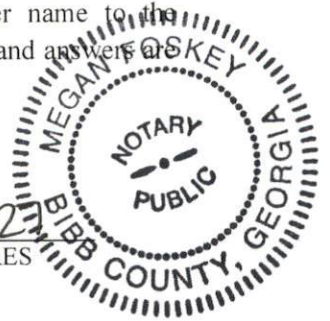
Business Name: Guitarras Mexican Grill Express LLC

I hereby certify that Luis Resendiz Figueroa (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 7 day of December, 2023.

Megan Foskey
NOTARY PUBLIC

March 21, 2027
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: Luis Resendiz Figueroa Date: 12-07-2023
(If different from Agent)

Title: Owner

Business Name: Guitarras Mexican Grill Express LLC

I hereby certify that Luis Resendiz Figueroa (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 7 day of December, 2023

Megan Foskey
NOTARY PUBLIC

March 21, 2027
MY COMMISSION EXPIRES



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: Guitarras Mexican Grill EXPRESS LLC

Business Address: 5577 Thomaston Rd Macon, GA 31220

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

12-04-2023
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: Guittaras Mexican grill EXPRESS LLC

Business Address: 5577 Thomaston Rd Macon, GA 31220

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.

Andrés Figueroa
Applicant/Agent Signature

12-04-2023
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>.

	<u>Luis Resendiz Figueroa</u>	<u>12-04-2023</u>
Signature	Print Name	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>.



Signature

David Nasendiz Figueroa

Print Name

Dec 7, 2023

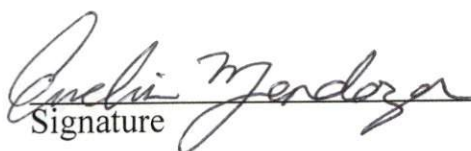
Date

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>.

	<u>Evelin Mendoza</u>	<u>12-07-2023</u>
Signature	Print Name	Date



Alcohol License Questionnaire

Name of Business: Guitarras Mexican Grill Express LLC
 Owner's Name: Luis Resendiz Figueroa
 Address: 5579 Thomaston Rd #500
Macon GA 31220

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? \$ _____

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

Luis Resendiz Figueroa
 Printed Name of person completing form

Luis Resendiz Figueroa
 Signature of person completing form

12-04-2023

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: Guitarras Mexican Grill EXPRESS LLC

Business Address: 5577 Thomaston Rd Macon, GA 31220

☒ **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

Air Roving Figueras
Applicant/Agent Signature

12-04-2023
Date

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 #

Business
Owner

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Luis Resendiz Figueroa - Owner
2. Name of the subject of this Certificate, if different from the applicant:
Guittarras Mexican Grill EXPRESS LLC
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.
- _____
- _____
- _____

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.

Luis Resendiz Figueroa *Luis Resendiz Figueroa*
Print and Sign Name

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

Megan Foskey
Notary Public
My commission expires: 3/21/27



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: David Rezendiz Figueroa
2. Name of the subject of this Certificate, if different from the applicant:
Guitarra Mexican Grill etyros LLC
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.
- _____
- _____
- _____

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.

David Rezendiz Figueroa *[Signature]*
Print and Sign Name

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

Jasmine Barnes

Notary Public

My commission expires: 03.11.2025





Macon-Bibb County Certificate of Good Standing

1. Name of the applicant: Evelin Mendoza
2. Name of the subject of this Certificate, if different from the applicant:
Guitarras Mexican Grill Express LLC
3. Benefit or privilege for which the applicant is applying: Alcohol license
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.
- _____
- _____
- _____

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.

Evelin Yesenia Mendoza Evelin Yesenia Mendoza
Print and Sign Name

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

Garmin Barnes
Notary Public
My commission expires: 03.11.2025





Macon-Bibb County Certificate of Good Standing

1. Name of the applicant: Westwood Financial LLC (WF Tobesofkee Crossing LLC), Owner

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

Guitarras Mexican Grill 5577 Thomaston Road, #500, Macon, GA 31220

3. Benefit or privilege for which the applicant is applying: _____

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.

Pinnacle Wesleyan LLC

4640-4650 Forsyth Road, Macon, GA 31210

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.

DocuSigned by:
Mark Bratt
Print and Sign Name

Mark Bratt

Sworn to and subscribed before me this

4th day of December, 2023

Cymona West

Notary Public

My commission expires:

August 18, 2024





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

Reviewed By: _____

OFFICE USE ONLY

ALCOHOL APPLICATION

Applicant Name: Luis Resendiz Figueroa, David Resendiz Figueroa, Evelin Mendoza- all fingerprints completed 12.11.23

Business Name: Guitarras Mexican Grill Express LLC

Business Address: 5577 Thomaston Rd Ste 500, Macon, GA 31220

After investigation, I recommend that the license requested herein be:		
Granted	DocuSigned by: Sheriff, Macon-Bibb County, Georgia 1C561778CDEE414... 12/15/2023	Date
Denied	Sheriff, Macon-Bibb County, Georgia Date	Date

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

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 1/12/2024 (Date) ^{DS}
SD (Initials)

Comments

Legal recommends approval. SDD

Initials

^{DS}
SF

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. | |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE APPROPRIATION OF UP TO \$4,363,550.00 IN AMERICAN RESCUE PLAN ACT FUNDS AND AMERICAN RESCUE PLAN ACT FUNDS – REVENUE REPLACEMENT FOR THE PURPOSE OF FUNDING VARIOUS PROJECTS AUTHORIZED BY THE AMERICAN RESCUE PLAN ACT AND THE FINAL RULE CONCERNING THE EXPENDITURE OF LOCAL GOVERNMENT ASSISTANCE FUNDS UNDER THE AMERICAN RESCUE PLAN ACT; AND FOR OTHER LAWFUL PURPOSES.

***Purpose:** To appropriate up to \$4,363,500.00 in ARPA funds to be used for the purpose of funding authorized projects to be completed by Crisis Line and Safe House of Central Georgia, Macon-Bibb County, Middle Georgia Regional Library, Keryx Ministries, Inc., and for other authorized expenditures.*

WHEREAS, Macon-Bibb County recorded its first case of the disease caused by the 2019 Novel Coronavirus SARS-CoV-2, COVID-19, on March 16, 2020; and

WHEREAS, COVID-19 became a global pandemic that caused dramatic changes to daily lives and operations worldwide throughout 2020, 2021, and into 2022; and

WHEREAS, on March 11, 2021, President Joseph Biden signed the American Rescue Plan Act of 2021 (“ARPA”) into law as Public Law 117-2; and

WHEREAS, in addition to a variety of targeted economic stimulus and recovery appropriations, Section 9901 of the ARPA amended Title VI of the Social Security Act, 42 U.S.C. § 803, to appropriate \$130.2 Billion in direct payments to local city and county governments through a program known as State and Local Fiscal Recovery Funds (“SLFRF”) program; and

WHEREAS, the United States Treasury Department has calculated that the direct payment allocation to Macon-Bibb County should be \$29,749,340.00 in county funding,¹ and \$46,115,570.00 in metropolitan city funding,² for a total anticipated allocation of \$75,864,910.00; and

WHEREAS, the United States Treasury Department has indicated that Macon-Bibb County will receive these ARPA funds in two tranches of 50% each, with one paid in 2021, and the other approximately twelve months later in 2022; and

WHEREAS, the Macon-Bibb County government has received both tranches of approximately \$75.8 Million in ARPA local government assistance funding; and

WHEREAS, on April 1, 2022, the Treasury Department made effective the Final Rule concerning the expenditure of local government assistance funds under the ARPA, which rule is implemented in Part 35 of Title 31 of the Code of Federal Regulations; and

WHEREAS, the Final Rule provides that the money received by local governments may be spent on certain enumerated items in response to the COVID-19 public health emergency and the negative economic impacts thereof; and

WHEREAS, in December 2022, Congress amended the SLFRF program through the Consolidated Appropriations Act, 2023, providing additional flexibility for recipients to use SLFRF funds to respond to natural disasters, build critical infrastructure, and support community development; and

WHEREAS, on September 20, 2023, Treasury issued a 2023 Interim Final Rule implementing the Consolidated Appropriations Act, 2023 amendments to the SLFRF program; and

WHEREAS, the appropriations authorized by this Ordinance will be utilized to support various programs across Macon-Bibb County in compliance with the aforementioned Act, Final Rule, and Interim Final Rule; and

WHEREAS, the Macon-Bibb County Commission finds that the appropriations authorized by this ordinance are allowable under the ARPA, Final Rule, and Interim Final Rule

¹ See, United States Treasury Department Table, *available at* https://home.treasury.gov/system/files/136/fiscalrecoveryfunds_countyfunding_2021.05.10-1a-508A.pdf (last accessed May 27, 2022).

² See, United States Treasury Department Allocation for metropolitan Cities Table, *available at* <https://home.treasury.gov/system/files/136/fiscalrecoveryfunds-metrocitiesfunding1-508A.pdf> (last accessed May 27, 2022).

and finds that this ordinance is an effective use of ARPA funds to address one or more components of the COVID-19 public health emergency and its economic impact on Macon-Bibb County; 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 ordered and ordained by the authority of the same that:

Section 1.

The Macon-Bibb County Commission does hereby approve and authorize the appropriation of up to \$1,000,000.00 from American Rescue Plan Act funds in accordance with the regulations issued by the United States Department of Treasury, to be used to provide funding to Crisis Line and Safe House of Central Georgia to be used to fund the establishment of the One Safe Place Macon Family Justice Center as aid to a disproportionately impacted nonprofit.

Section 2.

The Macon-Bibb County Commission does hereby approve and authorize the appropriation of up to \$2,000,000.00 from American Rescue Plan Act funds in accordance with the regulations issued by the United States Department of Treasury, to be used to upgrade sporting equipment at the Macon Centreplex and Carolyn Crayton Park as aid to the tourism industry.

Section 3.

The Macon-Bibb County Commission does hereby approve and authorize the appropriation of up to \$500,000.00 from American Rescue Plan Act – Revenue Replacement funds, in accordance with the regulations issued by the United States Department of Treasury, to be used to provide funding to the Middle Georgia Regional Library for the establishment of The Library at 5494, a new library branch.

Section 4.

The Macon-Bibb County Commission does hereby approve and authorize the appropriation of up to \$763,550.00 from American Rescue Plan Act – Revenue Replacement funds, in accordance with the regulations issued by the United States Department of Treasury, to provide funding to Keryx Ministries, Inc. as a match for federal funding for the Unionville Clinic, a free medical clinic in the Unionville neighborhood.

Section 5.

The Macon-Bibb County Commission does hereby approve and authorize the appropriation of up to \$100,000.00 from American Rescue Plan Act funds in accordance with the regulations issued by the United States Department of Treasury, to be used to fund administrative expenses, including technology and personnel costs, associated with the utilization of such funds.

Section 6.

The Macon-Bibb County Commission does hereby authorize the Mayor to enter into agreements with the organizations receiving funds appropriated by this Ordinance establishing the terms and conditions of the use of the American Rescue Plan Act funds, in a form to be approved by the County Attorney's Office.

Section 7.

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 8.

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 9.

- (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 10.

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 11.

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 12.

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 13.

This Ordinance shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

(SIGNATURES ON FOLLOWING PAGE)

SO ORDERED AND ORDAINED this _____ day of _____, 2024.

LESTER M. MILLER, MAYOR

ATTEST:

JANICE S. ROSS, CLERK OF COMMISSION

[SEAL]



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. | |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE A SUPPLEMENTAL APPROPRIATION OF UP TO \$300,000.00 FROM GENERAL FUND – FUND BALANCE TO TRANSFER TO CAPITAL IMPROVEMENTS FUND FOR THE PURPOSE OF FUNDING THE PURCHASE AND INSTALLATION OF NEW ROOFING FOR MACON CITY HALL; 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; and

WHEREAS, on August 15, 2023, this Commission passed Ordinance O-23-0044 appropriating \$300,000.00 for the purchase and installation of a new roof for Macon City Hall; and

WHEREAS, due to additional and unforeseen materials and work necessary to ensure the new roof is appropriately installed, this Commission finds it necessary to appropriate additional funds to this project; 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 as follows:

Section 1.

The Commission hereby approves a supplemental appropriation in the amount of up to \$300,000.00 from General Fund – Fund Balance, to transfer to Capital Improvements Fund, as shown in Exhibit A, attached hereto and incorporated herein by reference, for the purpose of funding the purchase and installation of new roofing for Macon City Hall.

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 _____, 2024.

BY:

LESTER M. MILLER, MAYOR

ATTEST:

JANICE S. ROSS, CLERK OF COMMISSION

Exhibit A

Budget Amendment

REFERENCES

X

300,000.00

300,000.00



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. | |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION ESTABLISHING AND FIXING THE QUALIFYING FEES FOR EACH ELECTED COUNTY OFFICE TO BE FILLED IN THE UPCOMING 2024 MACON-BIBB COUNTY ELECTIONS; REQUESTING THE PUBLICATION OF SAID QUALIFYING FEES BY THE MACON-BIBB COUNTY BOARD OF ELECTIONS IN THE LEGAL ORGAN OF RECORD FOR MACON-BIBB COUNTY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, O.C.G.A. § 21-2-131 calls for county governing authorities to fix and publish qualifying fees for each county office to be filled in upcoming general primary, nonpartisan, or general elections; and

WHEREAS, there are numerous County Offices up for election in 2024; and

WHEREAS, pursuant to O.C.G.A. § 21-2-131(a)(1)(A), the qualifying fees such County Officers shall be three percent (3%) of the total gross salary of the office paid in the preceding calendar year including all supplements authorized by law, unless otherwise stated; and

WHEREAS, the Macon-Bibb County Commission grants the Mayor the authority to execute any documents necessary to execute this agreement, and to take all further actions necessary to carry out the intents and purposes of this Resolution; 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 the same, that the following qualifying fees shall be established and fixed for the following offices for the 2024 upcoming nonpartisan general elections:

ELECTED OFFICE	SALARY	3% QUALIFYING FEE
Clerk of Superior Court	\$92,237.91	\$2,767.14
Probate Judge	\$92,237.91	\$2,767.14
Sheriff	\$99,812.27	\$2,994.37
Tax Commissioner	\$92,237.91	\$2,767.14
Mayor of Macon-Bibb County	\$100,000.00	\$3,000.00
Macon-Bibb County Commissioner, Districts 1-9	\$15,000.00	\$450.00
Coroner	\$82,637.36	\$2,479.12
Solicitor General	\$136,862.44	\$4,105.87
Macon Water Authority, Districts 2 and 3	\$13,200.00	\$396.00
Board of Education, Districts 1- 6	\$7,200.00	\$216.00

BE IT FURTHER RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Clerk of the Commission shall transmit a copies of this Resolution to the Elections Supervisor for Macon-Bibb County, the Macon-Bibb County Board of Elections, and the County Attorney’s Office upon the adoption of this resolution into law.

BE IT FURTHER RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Macon-Bibb County Board of Elections, pursuant to O.C.G.A. § 21-2-131 (a)(1)(A), shall publish such qualifying fees in the county’s legal organ of record not later than February 1, 2024; and the Macon-Bibb County Board of Elections shall make such information available to the general public.

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 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 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 _____, 2024.

By: _____
LESTER M. MILLER, Mayor

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

\\Tc-Storage.Maconbibb.Us\Countyattstorage\RES MACON-BIBB\2024 Miller Setting Qualifying Fees For 2024 Local Elections 1-5-24.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. | |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR SIGN SUCH DOCUMENTS AS ARE NECESSARY TO PURCHASE THE PARCEL OF REAL ESTATE KNOWN AS 108 FIRST STREET, SUCH PARCEL BEING 2.26 ACRES, MORE OR LESS, IN THE AMOUNT OF \$4,800,000.00, PAYABLE FROM THE GENERAL FUND - FUND BALANCE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission desires to purchase that parcel of real estate located at 108 First Street, in fee simple, for various uses; 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 the same that the Macon-Bibb County Commission authorizes the Mayor to execute such documents as are necessary for the purchase 108 First Street; Parcel No. R073-0079; 2.26 acres, more or less, owned by Sangha Hospitality, LLC, and being purchased for an amount not to exceed \$4,800,000.00 inclusive of reasonable closing costs, to be paid from General Fund - Fund Balance, in accordance with the terms of a purchase and sale agreement to be approved by the County Attorney.

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

[Signatures on the following page.]

APPROVED AND ADOPTED this ____ day of _____, 2024.

By: _____
LESTER M. MILLER, Mayor

Attest: _____
JANICE S. ROSS, Clerk of Commission

(SEAL)



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 SIGN SUCH DOCUMENTS AS ARE NECESSARY TO PURCHASE THE PARCEL OF REAL ESTATE KNOWN AS 151 MADISON STREET, SUCH PARCEL BEING 5.13 ACRES, MORE OR LESS, IN THE AMOUNT OF \$1,500,000.00, PAYABLE FROM THE BLIGHT REMEDIATION REVOLVING FUND; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission desires to purchase that parcel of real estate located at 151 Madison Street, in fee simple, for various uses; 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 the same that the Macon-Bibb County Commission authorizes the Mayor to execute such documents as are necessary for the fee purchase 151 Madison Street; Parcel No. Q071-0494; 5.13 acres, more or less, owned by RM Macon GA, LLC, and being purchased for \$1,500,000.00, plus reasonable closing costs, to be paid from the General Fund, in accordance with the terms of a purchase and sale agreement to be approved by the County Attorney.

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

[Signatures on the following page.]

APPROVED AND ADOPTED this ____ day of _____, 2024.

By: _____
LESTER M. MILLER, Mayor

Attest: _____
JANICE S. ROSS, Clerk of Commission

(SEAL)