



Board of County Commissioners Pre-Commission Meeting

February 6, 2024 | 4:30 PM

City Hall
700 Poplar Street
Macon, GA 31201

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

1. Call to Order

Mayor Lester M. Miller

2. Approval of Minutes

- a. Approval of minutes from the January 16, 2024 meeting (Sponsored by: Lester M. Miller, Mayor)

3. Appointments to Authorities, Boards and Committees

- a. A Resolution Of The Macon-Bibb County Commission Appointing Mindy Attaway To The Macon-Bibb County Planning And Zoning Commission (Sponsored by: Lester M. Miller, Mayor)

4. New Alcohol Beverage Licenses

- a. Friends Bar and Grill located at 7405 Industrial Highway, Macon, GA

Legal recommends approval. (Sponsored by: Lester M. Miller, Mayor)

- b. Pio Nono Expressway Inc. d.b.a. Exxon Food Mart located at 2311 Pio Nono Avenue, Macon, GA

Legal recommends approval. (Sponsored by: Lester M. Miller, Mayor)

- c. Guitarras Mexican Grill located at 781 Spring Street, Macon, GA 31201

Legal recommends approval. (Sponsored by:)

- d. Hickman's located at 6351 Zebulon Road, Macon, GA

Legal recommends approval. (Sponsored by: Lester M. Miller, Mayor)

- e. Santikos Theaters GAS LLC d.b.a. AmStar 16 located at 5996 Zebulon Road, Macon, GA 31210

Legal recommends approval. (Sponsored by: Lester M. Miller, Mayor)

- f. Family Super Market Inc. d.b.a. Family Super Market located at 2965 Houston Avenue

Legal recommends approval. (Sponsored by:)

- g. Kitchen Pride d.b.a. Kitchen Pride located at 3101 Columbus Road, Macon, GA

- *After review, legal recommends denial. Business self identifies as a food mart but does not have the required fresh foods. Business is currently a vice mart.*

(Sponsored by:)

5. Street Dedication

- a. An Ordinance Of The Macon-Bibb County Commission To Dedicate That Portion Of Robinson Road Running Between Hollingsworth Road And Durrs Drive In Honor Of Reverend Curtis Raines, Sr., In Recognition Of His Years Of Service And Leadership To New Pilgrim Missionary Baptist Church And The Macon-Bibb Community; Appropriation Of An Amount Not To Exceed \$500.00 From The General Fund – Fund Balance To The Facilities Management Department For The Purchase Of Materials And Memorial Signage (Sponsored by: Brendalyn Bailey, Commissioner)
- b. An Ordinance Of The Macon-Bibb County Commission To Dedicate That Portion Of Hollingsworth Road Running Between Lexington Avenue And Hacienda Court In Honor Of Reverend Bryant Raines, In Recognition Of His Years Of Service And Leadership To New Pilgrim Missionary Baptist Church And The Macon-Bibb Community; Appropriation Of An Amount Not To Exceed \$500.00 From The General Fund – Fund Balance To The Facilities Management Department For The Purchase Of Materials And Memorial Signage (Sponsored by: Brendalyn Bailey, Commissioner)
- c. An Ordinance Of The Macon-Bibb County Commission To Dedicate That Portion Of Millerfield Road Running Between Century Place And Finney Circle In Honor Of Former Bibb County Commissioner Rev. Dr. Lonzy Edwards, In Recognition Of His Years Of Service And Leadership To Mt. Moriah Baptist Church And The Macon-Bibb Community; Appropriation Of An Amount Not To Exceed \$500.00

From The General Fund – Fund Balance To The Facilities Management Department For The Purchase Of Materials And Memorial Signage (Sponsored by: Elaine Lucas, Chairman)

- d. An Ordinance Of The Macon-Bibb County Commission To Dedicate That Portion Of Fort Hill Street Running Between Williams Street And Taylor Street In Honor Of Reverend Moses Dumas, In Recognition Of His Years Of Service And Leadership To Greater Lizzieboro Baptist Church And The Macon-Bibb Community; Appropriation Of An Amount Not To Exceed \$500.00 From The General Fund – Fund Balance To The Facilities Management Department For The Purchase Of Materials And Memorial Signage (Sponsored by: Elaine Lucas, Chairman)

6. Grants

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Criminal Justice Coordinating Council Fy2023 Violence Against Women Act (Vawa) Grant In The Amount Of \$84,563.00, With A Local Match Of \$28,188.00, To The Macon Judicial Circuit District Attorney's Office (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Criminal Justice Coordinating Council Fy2023 Violence Against Women Act (Vawa) Grant Award, In The Amount Of \$75,874.00, With A Local Match In The Amount Of \$25,291.00, To The Office Of The Macon-Bibb Solicitor-General (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Agreement With Uwcghi, Inc. (Brookdale Resource Center) Granting Emergency Solutions Grant – Coronavirus ("ESG-CV") Funding, In The Amount Of \$47,679.69, For The Provision Of Temporary Emergency Shelter Services (Sponsored by: Lester M. Miller, Mayor)
- d. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Agreement With The Salvation Army, Inc. Granting An Emergency Solutions Grant - Coronavirus ("ESG-CV") Funding In The Amount Of \$30,528.28 For The Provision Of Emergency Shelter Services (Sponsored by: Lester M. Miller, Mayor)
- e. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Agreement With The Salvation Army, Inc. Granting To The Salvation Army Emergency Solutions Grant ("ESG") Funding In The Amount Of \$57,535.05 For The Provision Of Emergency Shelter Services (Sponsored by: Lester M. Miller, Mayor)

7. Contracts and Purchase Orders for Approval

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute Professional Services Agreements With Stephanie Thornton Ward And The Martin Law Firm For The Provision Of Parent And Child Attorney Services For The Macon Judicial Circuit Accountability Court Programs, To Be Paid From

The General Fund – Juvenile Court – Professional Services – FTC Contract Attorneys Line Item (Sponsored by: Lester M. Miller, Mayor)

- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Approve A Change Order To Western Oilfield Supply Company Dba Rain For Rent Atlanta In The Amount Of \$60,000.00, To Be Paid From The Solid Waste – Solid Waste Landfill – Rental Equipment And Vehicle Line Item, For The Rental Of Landfill Closure Supplies And Equipment (Sponsored by: Lester M. Miller, Mayor)

8. Recognition

- a. A Resolution Of The Macon-Bibb County Commission Recognizing The Month Of February 2024 As Black History Month (Sponsored by: Elaine Lucas, Chairman)

9. 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);

10. Appropriations

- a. An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of Up To \$2,450,000.00 From General Fund – Fund Balance For The Purpose Of Making Investments In Public Spaces As Specified Herein; (Sponsored by: Lester M. Miller, Mayor)

**MINUTES OF THE
MACON-BIBB PRE-COMMISSION MEETING MEETING
January 16, 2024 – 4:00 PM**

COMMISSION MEMBERS PRESENT

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

GUESTS PRESENT:

Dee Sims, Crisis Line and Safe House
Anita Howard, District Attorney
Jake Hall, United Way
Sarah Schank, Justice Center
Jennifer Lautzenheiser, Dir. Middle Ga.
Library
Ethiel Garrington, Library Board Member

STAFF PRESENT

Duke Groover, Interim County Attorney
Julie Moore, Assistant County Manager
Alex Morrison, Dir. Planning & Public
Spaces
Janice Ross, Clerk of Commission
Michael McNeill, Sr. Assistant Co. Attorney
Sara Davis, Assistant Co. Attorney
Frank Howard, Asst. Co. Attorney
Andreanna Beavers, Asst. Co. Attorney
Chris Floore, Chief Communication Officer
Olivia Waters, Communication Specialist
Edna Ruiz, Communication Specialist
Robert Walker, Director of Recreation

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)

On motion of Commissioner Bronson, seconded by Commissioner Wilder and carried unanimously, the minutes from the December 19, 2023 meeting were approved.

3. Election of Mayor Pro Tem

On motion of Commissioner Howell, seconded by Wilder and by a vote of 5 to 3 with Commissioner Wynn, Commissioner Jones, Mayor Pro Tem Clark, Commissioner Wilder and Commissioner Howell casting the affirmative

votes and Commissioner Bronson, Commissioner Lucas and Commissioner Watkins casting the dissenting vote, the Commissioner Seth Clark was elected as 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)

On motion of Mayor Miller, seconded by Commissioner Howell and carried unanimously, the license for Goldie's Cigar Lounge located at 2308 Ingleside Avenue, Macon, GA was approved.

b. Guitarras Mexican Grill Express located 5577 Thomaston Road, Suite #500Macon, 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
- ***Legal Recommends Approval***

(Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Jones, seconded by Commissioner Howell and carried unanimously, the Guitarras Mexican Grill Express located 5577 Thomaston Road, Suite #500Macon, GA was approved.

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)

On motion of Mayor Pro Tem Clark, seconded by Commissioner Lucas and carried unanimously, the 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 was approved.

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)

On motion of Commissioner Wilder, seconded by Commissioner Wynn and carried unanimously, the 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 was approved.

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)

On motion of Commissioner Wynn, seconded by Commissioner Lucas and carried unanimously, the 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 was approved.

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);

On motion of Commissioner Jones, seconded by Mayor Pro Tem Clark and carried unanimously, the Commission moved to Executive Session.

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:)

Commissioner Lucas moved to amend the Resolution that the interim Commission would not run in the upcoming election, Commissioner Bronson seconded the motion. Mr. Groover explained that the Charter does not allow for the provision of the appointed interim Commissioner not being eligible to run for the seat.

Commissioner Lucas withdrew the amendment.

On motion of Mayor Miller, seconded by Commissioner Wilder and Passed by a vote of 4 to 3 with Mayor Pro Tem Clark, Commissioner Wynn, Commissioner Jones, Commissioner Howell casting the affirmative votes and Commissioner Bronson, Commissioner Lucas, Commissioner Watkins casting the dissenting vote, the Mayor was authorized to appoint Brendalyn Bailey as the interim Commissioner to complete the unexpired term of Al Tillman as the District 9 Representative on the Macon-Bibb County Commission was approved.

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)

On motion of Mayor Miller, seconded by Commissioner Bronson and carried unanimously, the 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 was approved.

- 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)

On motion of Commissioner Jones, seconded by Commissioner Lucas and carried unanimously, the 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 was approved.

Respectively Submitted,

Janice S. Ross
Clerk of Macon-Bibb County Commission



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 BRENDA LYN BAILEY |
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A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING MINDY ATTAWAY TO THE MACON-BIBB COUNTY PLANNING AND ZONING COMMISSION; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, pursuant to a special amendment to the Georgia Constitution (Art. VI, Sec. I, Par. IV of the Ga. Constitution of 1945; Ga. L. 1947, p. 1240 and continued by local act, Ga. L. 1986, p.5308), the City of Macon and Bibb County created the Macon-Bibb County Planning and Zoning Commission and vested the Commission with legislative power and authority to exercise planning and zoning for Macon and Bibb County; and

WHEREAS, the Macon-Bibb County Planning and Zoning Commission consists of five (5) members who are appointed by the Mayor of Macon-Bibb County and serve five (5) year terms; and

WHEREAS, Mindy Attaway has been recommended for appointment by Mayor Lester Miller to succeed Joshua Rogers, whose term expired December 31, 2023; and

WHEREAS, Mindy Attaway has expressed her interest and willingness to serve as a member of the Commission, meets all requirements necessary for appointment and has submitted her resume and certificate of good standing, attached hereto from reference and review; 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 Mindy Attaway is hereby appointed to serve for a term of five (5) years as a member of the Macon-Bibb County Planning and Zoning

Commission, with said term begin on the effective date of this resolution and expire December 31, 2028.

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

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

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

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

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

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

[SIGNATURES ON THE FOLLOWING PAGE]

APPROVED AND ADOPTED this ____ day of _____, 2024.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2024 Miller Appointing Mindy Attaway To The Planning And Zoning Board.Docx

EXHIBIT A

MINDY ATTAWAY
Realtor / Associate Broker
Century 21 Crowe Realty
2719 Forest Ridge Drive
Macon, GA 31204
478-501-7474
mindyattaway@gmail.com

PROFESSIONAL EXPERIENCE

Licensed Realtor since 2006 / Associate Broker since 2016

- I assist buyer and seller clients in preparing to purchase and/or sell property. From connecting buyers with local lenders, guiding them through the process of purchasing with inspections, negotiating repairs, overcoming objections, and ultimately closing the transaction; to providing Market Data Analyses for Sellers to be informed of their current market value, giving suggestions on preparing the property to sell and again, successfully closing the deal!

Realtor, Coldwell Banker, SSK
June 2006 - January 2015

The Brokery, LLC
January 2015 - September 2021

Century 21 Crowe Realty
September 2021 - Present

EDUCATION

1999	Graduate, Northside High School, Warner Robins
2001	Marketing, Middle GA Technical College
2005	Associates Degree in Education, Macon State College
2006	Graduate, Williams Academy of Real Estate

PROFESSIONAL AFFILIATIONS AND COLLABORATIONS

- President Elect for MGAR (Middle GA Association of Realtors), 2024
- GAR (GA Association of Realtors) State Director, 2020-2024
- MGAR - VP of Finance & Administration, 2023
- MGAR - Budget, Finance & Building Trustees Chair, 2023
- MGAR - Constitution & Bylaws Committee Chair, 2023
- MGAR - VP of Governmental Affairs, 2022
- MGAR - VP of Professional Development, 2020-2021
- MGAR - Young Professionals Network co-Chair, 2018
- GRI (Graduate of Realtor Institute), 2015
- Attended multiple Real Estate Conferences, Legislative Days and Networking Events since 2006
- Chair and Co-Chair of many Committees since 2006 including YPN, Clean Community, Community Service

COMMUNITY LEADERSHIP AND VOLUNTEERISM

- Leadership Macon Graduate, 2016
- Historic Macon Foundation Member
- HMF Preservation Committee Member
- Intown Macon House Sponsor - Tour of Homes, 2022
- GA Trust for Historic Preservation Member, 2023-Present
- St Joseph's Catholic School (SJS) Advisory Board Member, 2021-2022
- Marketing Committee Member, SJS
- Hasa (Home and School Association) Member, SJS
- Chair Of "Restaurant Night" Committee, SJS

HONORS AND AWARDS

- Multi-Million Dollar Producer in Real Estate yearly since 2012
- Circle of Excellence Member at MGAR since 2012
- Named as a "Power Couple" along with my husband Alex in 2016 (Gateway Macon Magazine)
- Promoter of Rehabilitation, Revitalization and Preservation of Downtown Macon

HOBBIES AND INTERESTS

- I enjoy spending quality time with my husband and two children, as well as my plants. Music, Art, History and Culture are great inspirations to me.
- Thank you for considering me to fill this position. I am honored to be considered!

Added to the February 6, 20224 Pre-Commission
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.

\$ _____ Alcohol License Fees + \$400 Application Fee = Total \$ _____

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 (c) (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.

Select One: ☒ New Business ☐ Change of location ☐ Change of Business

BUSINESS

Federal Tax ID #: 871254567 State Tax ID #: 20285695746
 Business Name: Friends Bar & Grill Corporate and Trade Name: Team Jennings Inc.
 Local Business Address: 7405 Industrial Highway Macon, Ga. 31216
(P.O. Box Not Allowed) City State Zip
 Mailing Address: Same
(City State Zip)
 Local Business Phone #: (478) 200-4121 Email Address: jenningsc032@yahoo.com
 Contact Person: Ronald Taylor Contact Phone #: (478) 200-4121 - (850) 730-4570

AGENT

Agent's Name: Ronald Edward Taylor Agent's Title: president
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Home Address: 302 Timberline Circle City: Byron State: Ga. Zip: 31008
 Home Phone #: (850) 730-4570 Email: jenningsc032@yahoo.com
 Mailing Address: 302 Timberline Circle City: Byron State: Ga. Zip: 31008

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

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>Ronald Edward Taylor</u>			
Home Address: <u>302 Timberline Circle Byron, Ga. 31008</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, Ronald Edward Taylor, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.

Ronald Edward Taylor 12-12-23
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 <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: Friends Bar & Grill

Printed Name of Applicant: Ronald Edward Taylor

*Signature of Applicant: Ronald Edward Taylor

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 12 DAY OF December, 20 23

Jasmine Barnes
 NOTARY PUBLIC

03.11.2025

MY COMMISSION EXPIRES



MEASUREMENT FORM

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

APPLICANT: RONALD E TAYLOR
PROPOSED LICENSE: BEER, WINE, AND LIQUOR CONSUMED ON PREMISES
BUSINESS LOCATION: 7405 INDUSTRIAL HWY.
BUSINESS NAME: TEAM JENNINGS INC. DBA FRIENDS BAR & GRILL

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

Date: 12-12-2023

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.

Friends Bar & Grill

#7405 Industrial Highway

44,400' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Fulton Mill Road

28,200' — MHA housing unit property line

Bloomfield Way

YCB

OK!

Paul J. Hoinowski

December 11, 2023

McClatchy

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
134168	484869	Print Legal Ad-IPL01460050 - IPL0146005		\$46.36	1	29 L

Attention: Ronald Taylor

Ronald Taylor
7405 Industrial Highway
Macon, GA 31216

jenningsc032@yahoo.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 November 8, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Team Jennings Inc DBA Friends Bar & Grill, 7405 Industrial Highway Macon, Georgia 31216. 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 1, 2023. Ronald Edward Taylor, Applicant
IPL0146005
Nov 1, 8 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:

11/01/23, 11/08/23

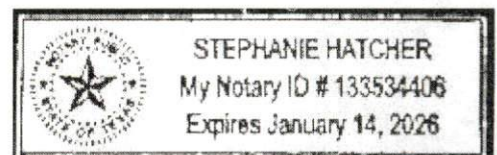
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Lerman

Sworn to and subscribed before me this 8th day of November 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-2023-664	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 04/20/2023
ISSUED TO NAME:	Ronald Edward Taylor Team Jennings, Inc. (DBA Friends of Macon)	
PROPERTY OWNER'S NAME:	TEAM JENNINGS INC	
PROPOSED USE:	New Business Application restaurant/ bar and grill	
ADDRESS OF PROPOSED USE:	7405 INDUSTRIAL HWY	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	P140-0104	ZONING DISTRICT: M-1

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, zoning compliance number 06-0862 and department approvals; approval is granted to operate a restaurant with alcohol sales consumed on premise in an existing commercial building. NO live entertainment is allowed, and the establishment should maintain compliance with the Macon- Bibb County Code of Ordinance Article II enforceable by Code Enforcement. No outside storage or sales authorized. No signage authorized by this permit; signage shall require a separate zoning permit. Subject to filing a copy of the Macon Bibb County Alcoholic Beverage License with the Zoning office. Please review the NOTICE information below for additional instruction. 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 04/20/2024

APPROVED BY: Butch Sementilli

NOTICE

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

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

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

Team Jennings Inc
a Domestic Profit Corporation

has been duly incorporated under the laws of the State of Georgia on **04/06/2021** by the filing of articles of incorporation 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 **04/20/2021**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF INCORPORATION

Electronically Filed

Secretary of State

Filing Date: 4/6/2021 8:57:39 AM

BUSINESS INFORMATION

CONTROL NUMBER	21101562
BUSINESS NAME	Team Jennings Inc
BUSINESS TYPE	Domestic Profit Corporation
EFFECTIVE DATE	04/06/2021
SHARES	500

PRINCIPAL OFFICE ADDRESS

ADDRESS	7405 Industrial Hwy, Macon, GA, 31206, USA
----------------	--

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Karli Moore	109 Debbie Drive, Macon, GA, 31217, USA	Bibb

INCORPORATOR(S)

NAME	TITLE	ADDRESS
Christopher B Jennings	INCORPORATOR	7405 Industrial Hwy, Macon, GA, 31206, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Christopher B Jennings
AUTHORIZER TITLE	Incorporator

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

Electronically Filed

Secretary of State

Filing Date: 4/5/2022 9:41:30 AM

BUSINESS INFORMATION

BUSINESS NAME : Team Jennings Inc

CONTROL NUMBER : 21101562

BUSINESS TYPE : Domestic Profit Corporation

FILING TYPE : Amended Annual Registration

CURRENT INFORMATION ON FILE FOR PRINCIPAL ADDRESS, REGISTERED AGENT, AND OFFICERS

PRINCIPAL OFFICE ADDRESS : 7405 Industrial Hwy, Macon, GA, 31216, USA

REGISTERED AGENT NAME : Tonia Arrington Vance

REGISTERED OFFICE ADDRESS : 108 Monticlair Court, Macon, GA, 31210, USA

REGISTERED OFFICE COUNTY : Bibb

OFFICER	TITLE	ADDRESS
Allan Stanford Thomas	Secretary	122 Cathy Court, Warner Robins, GA, 31088, USA
Tonia Arrington Vance	CEO	108 Monticlair Court, Macon, GA, 31210, USA
Tonia Arrington Vance	CFO	108 Monticlair Court, Macon, GA, 31210, USA

CHANGES TO THE ABOVE CURRENT INFORMATION ARE INDICATED BELOW

PRINCIPAL OFFICE ADDRESS : 7405 Industrial Hwy, Macon, GA, 31216, USA

REGISTERED AGENT NAME : Team Jennings

REGISTERED OFFICE ADDRESS : 7405 Industrial Hwy, Macon, GA, 31216, USA

REGISTERED OFFICE COUNTY : Bibb

OFFICER	TITLE	ADDRESS
Allan Stanford Thomas	CFO	122 Cathy Court, Warner Robins, GA, 31088, USA
Christopher Jennings	Secretary	7405 Industrial Hwy, Macon, GA, 31216, USA
Allan Stanford Thomas	CEO	122 Cathy Court, Warner Robins, GA, 31088, USA

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

Electronically Filed

Secretary of State

Filing Date: 03/16/2023 17:16:25

BUSINESS INFORMATION

BUSINESS NAME : Team Jennings Inc

CONTROL NUMBER : 21101562

BUSINESS TYPE : Domestic Profit Corporation

ANNUAL REGISTRATION PERIOD : 2023

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 7405 Industrial Hwy, Macon, GA, 31216, USA

REGISTERED AGENT NAME : Team Jennings

REGISTERED OFFICE ADDRESS : 7405 Industrial Hwy, Macon, GA, 31216, USA

REGISTERED OFFICE COUNTY : Bibb

OFFICER	TITLE	ADDRESS
Allan Stanford Thomas	CFO	122 Cathy Court, Warner Robins, GA, 31088, USA
Allan Stanford Thomas	CEO	122 Cathy Court, Warner Robins, GA, 31088, USA
Christopher Jennings	Secretary	7405 Industrial Hwy, Macon, GA, 31216, USA

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 7405 Industrial Hwy, Macon, GA, 31216, USA

REGISTERED AGENT NAME : Team Jennings

REGISTERED OFFICE ADDRESS : 7405 Industrial Hwy, Macon, GA, 31216, USA

REGISTERED OFFICE COUNTY : Bibb

OFFICER	TITLE	ADDRESS
Ronald Edward Taylor	CFO	302 Timberline Circle, Byron, GA, 31008, USA
Ronald Edward Taylor	CEO	302 Timberline Circle, Byron, GA, 31008, USA
Christopher Jennings	Secretary	7405 Industrial Hwy, Macon, GA, 31216, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Christopher Jennings

AUTHORIZER TITLE : Officer

registered agent will be identical.

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Christopher Jennings

AUTHORIZER TITLE : Officer

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: Friends Bar & Grill Name of Corporation: Team Jennings Inc.

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

Individual:

Name and Title: Ronald Edward Taylor President Telephone Number: (888) 730-4570
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]

Residential Street Address: 302 Timberline Circle Byron, GA. 31008

Mailing Address: 302 Timberline Circle Byron, GA. 31008

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: _____
 - ☐ Member holdings _____% 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: Ronald Last Name: Taylor
Home Address: 302 Timberline Circle City: Byron State: GA Zip: 31008
Home Phone #: (859) 730-4570 Email: jenningsc932@yahoo.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 302 Timberline Circle City: Byron State: GA Zip: 31008

- ☐ 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.

Ronald E. Taylor
Applicant's Signature

12-12-23
Date

I hereby certify that Ronald Taylor 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 12-12 day of 2023

Jasmine Barnes
NOTARY PUBLIC



03.11.2025
MY COMMISSION EXPIRES



Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

RONALD EDWARD TAYLOR

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2023-05-04

Serial No.

cert_zz6fvzg5





Ronald Taylor



AH001161

ALCOHOL HANDLER

EXP: 12/31/2024

Type: GEORGIA LAND RECORDS
Recorded: 2/3/2022 3:45:00 PM
Fee Amt: \$25.00 Page 1 of 3
Bibb County Superior Court
Erica Woodford Clerk

Participant ID(s): 2919636848,
7067927936

Return Recorded Document to:
Wessels & Gerber, P.C.
810 Jackson Street
Locust Grove, Georgia 30248
(678) 774-7460

BK 11141 PG 332 - 334

QUITCLAIM DEED

STATE OF GEORGIA
COUNTY OF HENRY

Note: Scrivener drafted Deed only as the request of the parties, did not perform a title search and therefore does not warranty in any manner whatsoever the chain of title including but not limited to the following, to wit: the record title holder, liens, judgments, easements and rights of persons in possession thereof.

THIS INDENTURE made this 28th day of January, 2022 between **Shane Sinnemon and Tracy Harper**, of the County of Henry, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and **Team Jennings, Inc., a Georgia Corporation**, as party or parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S (\$10.00) Dollars** and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever **QUITCLAIM** unto the said Grantee the following described property:

All that tract or parcel of land lying and being in Land Lot 204 of the Fourth Land District of Bibb County, Georgia, containing 1.0 acres, more or less, and being known as Lot No. 2 according to a plat entitled "Property of Julian W. & Sanders W. Johnston" dated October 1964, a copy of which is recorded in Plat Book 39, Page 151, in the Clerk's Office of Bibb Superior Court, which plat is incorporated herein and made a part hereof by reference thereto for purposes of showing the metes, bounds and dimensions of the property herein conveyed.

Said lot has a frontage on the westerly side of U.S. Highway 41 of 140.1 feet and extends back westerly on its northerly side a distance of 400.9 feet and on its southerly side, said lot extends back westerly a distance of 382.7 feet and is 120.0 feet in width across the rear or westerly side.

There is excepted from the above-described lot that westerly portion of the same which may be included within a 22-foot road or lane as shown by said plat as being on the westerly side of the property or a lot designated "Johnston" on said plat whereas in truth and in face said

road or lane extends along the westerly line Lots 1, 2, 3, and 4, of said play and is herein used for ingress and egress over, on and upon said 22-foot lane or road.

This being the same property as described in Deed Book 4563, page 302, said Clerk's office.

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.

THIS CONVEYANCE is given with any property and structures there on "as-is" without any warranty of said property from the Grantor.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed this 28th day of January, 2022 in the presence of:

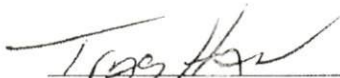


Unofficial Witness

Notary Public (My commission expires) 4/3/22




Shane Sinnemon (SEAL)


Tracy Harper (SEAL)

PT-61 (Rev. 2/18) To be filed in **BIBB COUNTY** PT-61 011-2022-000735

SECTION A - SELLER'S INFORMATION (Do not use agent's information)			SECTION C - TAX COMPUTATION	
SELLER'S LAST NAME Sinnemon	FIRST NAME Shane	MIDDLE	Exempt Code If no exempt code enter NONE	Deed of Gift
MAILING ADDRESS (STREET & NUMBER) 870 Glen Hill Ct			1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	\$0.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Macon, GA 31210 USA		DATE OF SALE 1/28/2022	1A. Estimated fair market value of Real and Personal property	\$0.00
SECTION B - BUYER'S INFORMATION (Do not use agent's information)			2. Fair market value of Personal Property only	\$0.00
BUYER'S BUSINESS / ORGANIZATION / OTHER NAME Team Jennings Inc			3. Amount of liens and encumbrances not removed by transfer	\$0.00
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) 870 Glen Hill Ct			4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	\$0.00
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Macon, GA 31210 USA		Check Buyers Intended Use () Residential () Commercial () Agricultural () Industrial	5. TAX DUE at .10 per \$100 or fraction thereof (Minimum \$1.00)	\$0.00
SECTION D - PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))				
HOUSE NUMBER & EXTENSION (ex 265A)		PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION		SUITE NUMBER
COUNTY BIBB	CITY (IF APPLICABLE)	MAP & PARCEL NUMBER P1400104		ACCOUNT NUMBER
TAX DISTRICT	GMD	LAND DISTRICT	ACRES	LAND LOT
				SUB LOT & BLOCK
SECTION E - RECORDING INFORMATION (Official Use Only)				
DATE 2/3/22	DEED BOOK 11141	DEED PAGE 332	PLAT BOOK	PLAT PAGE

ADDITIONAL BUYERS
None

2/3

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: _____

Ronald E. Taylor

Date: _____

12-12-23

Business Name: _____

Friends Bar & Grill

I hereby certify that Ronald Taylor (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 _____, 202312-1223Jasmine Barnes
NOTARY PUBLIC

Owner/Individual Certification

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

Individual/Owner's Signature: _____

Ronald E. Taylor

Date: _____

12-12-23

(If different from Agent)

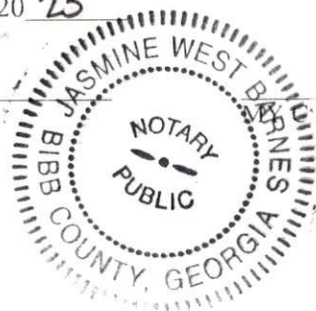
Title: _____

Owner

Business Name: _____

Friends Bar & Grill

I hereby certify that Ronald Taylor (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 12 day of December, 20 23Jasmine Barnes
NOTARY PUBLIC03.11.2025

COMMISSION EXPIRES

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: Friends Bar & Grill

Business Address: 7405 Industrial Highway Macon, Ga. 31216

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) growers, 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.

 12-12-23
Applicant/Agent Signature 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:

Friends Bar & Grill

Business Address:

7405 Industrial Hwy Macon, GA 31216

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.

[Signature]
Code Enforcement Department Designee

12/12/23
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.

[Signature]
Applicant/Agent Signature

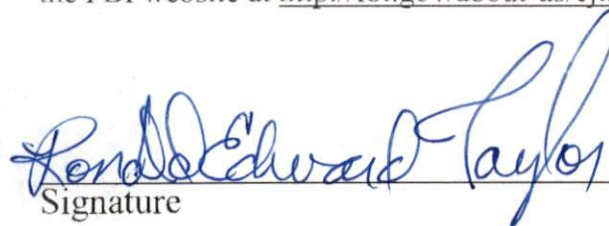
12/12/23
Date

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>.

	Ronald Edward Taylor	12-12-23
Signature	Print Name	Date



Alcohol License Questionnaire

Name of Business: Friends Bar & Grill
 Owner's Name: Ronald Edward Taylor
 Address: 7405 Industrial Highway
Macon, Ga. 31216

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? \$ 65,000.00

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

Ronald Edward Taylor
 Printed Name of person completing form

Ronald Edward Taylor
 Signature of person completing form

12-12-23
 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: Friends Bar & Grill

Business Address: 7405 Industrial Highway, Macon, GA 31216

☐ **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

Ronald Edward Taylor 12-12-23
Applicant/Agent Signature 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 #

Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: Ronald Edward Taylor Business Owner
2. Name of the subject of this Certificate, if different from the applicant: Friends Bar & Grill
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.

Ronald Edward Taylor
Print and Sign Name Ronald Edward Taylor

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

Jasmine Barnes
Notary Public

My commission expires: 03.11.2025



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Ronald Edward Taylor *Property owner*
2. Name of the subject of this Certificate, if different from the applicant:
Team Jennings Inc.
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

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.

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

Jasmine Barnes

Notary Public

My commission expires: 03.11.2025

Ronald Edward Taylor
Print and Sign Name Ronald Edward Taylor





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

OFFICE USE ONLY

ALCOHOL APPLICATION

Applicant Name: Ronald Taylor – Fingerprints Completed: 12.14.2023

Business Name: Team Jennings Inc dba Friends Bar & Grill

Business Address: 7405 Industrial Highway, Macon, GA 31216

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		
Granted	 Sheriff, Macon-Bibb County, Georgia	12/21/2023 Date
Denied	1C561778CDEE414... Sheriff, Macon-Bibb County, Georgia	Date

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

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



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

Review Form

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

The following required documents are included in the application:

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

Legal Review 1/18/2024 (Date) ^{DS}SD (Initials)

Comments

Legal review completed. Recommend approval. SDD

Initials

^{DS}SF

Stephanie Freeman, Administrative Office Specialist

Added to the February 6, 2024 Pre-Commission
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	\$300
☐ 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.

\$ _____ Prorated Alcohol License Fees + \$ 400 Application Fee, if applicable = Total \$ _____

Agent Information

1. Agent/Owner(s) must complete and sign the 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 good standing.
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 copy of GA Secretary of State Business information.
8. If NON-PROFIT entity...Proof of Nonprofit 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.07/2021

Select One: New Business Change of location ✓ Change of Business**BUSINESS**Federal Tax ID #: 93-2943409State Tax ID #: 308-916610Business Name: NAVINCHANDRA NAYEE *Pio Nono Expressway Inc.*Corporate and Trade Name: EXXON FOOD MARTLocal Business Address: 2311 PIO NONO AVE, MACON, GA 31206

(P.O. Box Not Allowed) City State Zip

Mailing Address: 2311 PIO NONO AVE, MACON, GA 31206

(P.O. Box Not Allowed) City State Zip

Local Business Phone #: (478) 636-3833Email Address: exxonfood2311@gmail.comContact Person: NAVINCHANDRA NAYEEContact Phone #: (478) 636-3833**AGENT**Agent's Name: NAVINCHANDRA NAYEE Agent's Title: CEODate of Birth: [REDACTED]Social Security Number: [REDACTED]Home Address: 1880 BRANDIE ELAINE AVE City: SNELLVILLE State: GA Zip: 30078Home Phone #: (478) 636-3833Email: exxonfood2311@gmail.comMailing Address: 2311 PIO NONO AVE City: MACON State: GA Zip: 31206**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: NAVINCHANDRA NAYEE Title: CEOHome Address: 1880 BRANDIE ELAINE AVE City: SNELLVILLE State: GA Zip: 30078Home Phone #: (478) 636-3833Email: exxonfood2311@gmail.comMailing Address: 2311 PIO NONO AVE City: MACON State: GA Zip: 31206

Rev. 10/2021



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

Business Information

Business Name: PIO NONO EXPRESSWAY INC
 DBA Name: EXXON FOOD MART
 Business Type: Corporation

Address Information

Location Address: 2311 PIO NONO AVE MACON GA 31206-2805

Alcohol License Information

License Type: Retail
 Start Date: 12-12-2023
 Beer: Yes
 Wine: Yes
 Liquor: No
 Airline or Railway Carrier: No
 Local Jurisdiction Type: City
 Local Jurisdiction: MACON
 Arrest History: No

Local License / Fees	Fee Amount
Malt Packaged to Go	\$800.00
Wine Packaged to Go	\$700.00
	<u>\$1,500.00</u>

Licensee Information

Licensee Type: Individual
 Licensee Name: NAYEE, NAVINCHANDRA

Additional Information

Primary NAICS: 447110

Officers	Officer or Responsible Party
NAYEE, NAVINCHANDRA	Officer
NAYEE, NAVINCHANDRA	Officer

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):	NAVINCHANDRA SHANKARLAL NAYEE		
Home Address:	1880 BRANDIE ELAINE AVE, SNELLVILLE, GA 30078		
Sex	Race	Date of Birth	Social Security Number
MALE	ASIAN	[REDACTED]	[REDACTED]



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



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

M.S. Nayee

Signature

12/4/23

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

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: PIO NONO EXPRESSWAY INC

Printed Name of Applicant: NAVINCHANDRA NAYEE

*Signature of Applicant: N.S. Nayee

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 4 DAY OF December, 2023.

Tonya Boyd
 NOTARY PUBLIC

4/10/27
 MY COMMISSION EXPIRES



Applicant Status: Lawful Permanent Resident - Employment Authorized

The applicant is a non-national of the U.S. who has been granted authorization to live and work in the United States permanently as an immigrant. 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.

AVE Response Details

Case Verification Number

023345193450ZY

Class of Admission (COA) Code

10

Country of Birth

JD - INDIA

Date Admitted To

INDEFINITE

Agency Submitted Details

Full Name

Navinchandra Nayee

Date of Birth

[REDACTED]

Alien Number

[REDACTED]

Initiated On

12/11/2023

Initiated By

MSOT1465

Point of Contact Name

Megan Foskey

MEASUREMENT FORM

**Retail Sales of Wine and Malt Beverages
Packaged to Go
Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122**

APPLICANT: NAVINCHANDRA NAYEE
PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO
BUSINESS LOCATION: 2311 PIO NONO AVE.
BUSINESS NAME: PIO NONO EXPRESSWAY INC. DBA EXXON FOOD MART

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, or a Macon-Bibb County Housing Property measured and found to be more than 300 ft.

☒ Comply ☐ Does not Comply

2. An alcoholic beverage license has been previously issued for this location, so the license may be continued to be issued or renewed for the same location despite a nearby property use which does not meet the distance requirements.

☐ Comply ☐ Not Applicable ☒ Unknown

3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.

☐ Comply ☐ Complies , but does not comply with other restrictions

☒ 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.

RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises.

OR

Package Sale to Go (Convenience Store)

300' from business building corner to nearest corner of school ground, school building, college campus, alcoholic treatment center, public library, Macon-Bibb County Housing Authority unit, church or church grounds or Macon-Bibb County recreation area.

If applying location is identified as a "Small Box Retail Store, Small Box Discount Store or Vice mart", it must be 2500' from other similarly classified stores.

(Revised 8-23-2023) PJH

Exxon Food Mart
 #2311 Pio Nono Avenue
 1,200' — SCHOOL GROUND property line
 Ballard Hudson Middle School
 1,350' — SCHOOL BUILDING
 Ballard Hudson Middle School
 3,550' — COLLEGE CAMPUS property line
 Mercer University - Main campus
 15,650' — ALCOHOLIC TREATMENT CENTER building
 Riveredge - Emory Hwy.
 10,450' — PUBLIC LIBRARY or BRANCH building
 Washington Library
 3,150' — MACON-BIBB COUNTY HOUSING AUTHORITY property
 #408 Poppy Ave.
 340' — CHURCH (building)
 New Jerusalem Baptist Church
 #1358 Dent St.
 330' — CHURCH GROUNDS
 New Jerusalem Baptist Church
 2,700' — M-B COUNTY RECREATION CENTER property
 Frank Johnson Recreation Center
 N/A — Vice Mart - Small Box Retail Store - Small Box Discount store (2500')
 Applicant self-identifies as a
 "Gas Station"

OK!
 Paul J. Hoinowski
 November 26, 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
133843	482370	Print Legal Ad-IPL01450090 - IPL0145009		\$46.36	1	29 L

Attention: Exxon Food

Exxon Food Mart Pio Nono Expressway Inc
2311 Pio nono Ave
Macon, GA 31206

exxonfood2311@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST
FOR BEER, WINE/Packaged to Go

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 November 1, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Pio Nono Expressway Inc./Exxon Food Mart 2311 Pio nono Ave., 2311 Pio Nono Ave. Macon Ga. 31206. 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 October 25, 2023. Navinchandra
Nayee, Applicant
IPL0145009
Oct 25, Nov 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:

10/25/23, 11/01/23

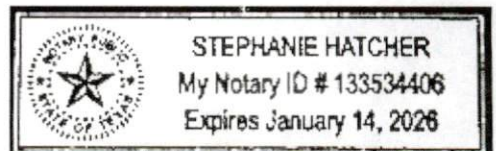
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 1st day of
November 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-2023-2160	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 10/23/2023
ISSUED TO NAME:	NAVINCHANDRA NAYEE	
	Pio Nono Expressway Inc	
PROPERTY OWNER'S NAME:	NAVINCHANDRA NAYEE	
PROPOSED USE:	Existing: Commercial, Industrial, or Institutional	
ADDRESS OF PROPOSED USE:	2311 PIO NONO AVE	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	O084-0343	ZONING DISTRICT: C-1

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to change ownership of an existing gas station with c-store with alcohol sales (Original Permit #201800020688). No outside storage or sales authorized. No signage change authorized by this permit; signage change shall require separate zoning permit. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY 10/23/2024

APPROVED BY: Hantao Sun

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.



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	Pio Nono Expressway Inc	Control Number:	23175593
Business Type:	Domestic Profit Corporation	Business Status:	Active/Compliance
NAICS Code:	Any legal purpose	NAICS Sub Code:	
Principal Office Address:	2311 Pio Nono Ave, Macon, GA, 31206, USA	Date of Formation / Registration Date:	8/15/2023
State of Formation:	Georgia	Last Annual Registration Year:	NONE

REGISTERED AGENT INFORMATION

Registered Agent Name: **Navinchandra Nayee**
Physical Address: **111 341 BYP, #A, Hawkinsville, GA, 31036, USA**
County: **Pulaski**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

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: EXXON FOOD MART Name of Corporation: PIO NONO EXPRESSWAY INC

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

Individual: Navinchandra Nayee

Name and Title: CEO Telephone Number: (478) 636-3833

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

Residential Street Address: 1880 BRANDIE ELAINE AVE, SNELLVILLE, GA 30078

Mailing Address: 2311 PIO NONO AVE, MACON, GA 31206

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: _____
 - ☐ Member holdings _____% of all outstanding membership interests
- ☐ Privately Held Corp./Company
 - ☐ Corporate Officer: Yes ☒ No ☐
 - ☐ Shareholder holding 100% 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: NAVINCHANDRA Last Name: NAYEE
Home Address: 1880 BRANDIE ELAINE AVE City: SNELLVILLE State: GA Zip: 30078
Home Phone #: (478) 636-3833 Email: exxonfood2311@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 2311 PIO NONO AVE City: MACON State: GA Zip: 31206

- ☐ 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.
- ☐ Two current Color (passport size) photographs of applicant.
- ☐ \$25 money order, cashier's check, or personal check 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.

M.S. Nave
Applicant's Signature

12/04/23
Date

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

This 4 day of December, 2023

Tonya Boyd
NOTARY PUBLIC



4/10/27
MY COMMISSION EXPIRES



Cheers Entertainment Services Bar Training
CERTIFICATE OF COMPLETION

Awarded To

NAVINCHANDRA NAYEE

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2023-12-08

Serial No.

cert_00msnhkt





Navinchandra Nayee



AH001158

ALCOHOL HANDLER

EXP: 12/31/2024

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 15th day of August, 2023

BETWEEN:

Shivaum Real Estate Corporation of 4823 Hamilton Rd, Columbus, GA 31904,
USA

Telephone: (706) 761-1021
(the "Landlord")

OF THE FIRST PART

- AND -

Pio Nono Expressway Inc of 2311 Pio Nono Ave, Macon, GA 31206, USA

Telephone: (678) 690-0711
(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 2311 Pio Nono Ave, Macon, GA 31206, USA, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
 - c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities,

equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

- ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- e. "Premises" means the retail store at 2311 Pio Nono Ave, Macon, GA 31206, USA;
- f. "Proportionate Share" means a fraction, the numerator of which is the Leasable Area of the Premises and the denominator of which is the aggregate of the Leasable Area of all rentable premises in the Building;
- g. "Rent" means the total of Base Rent and Additional Rent.

Leased Premises

- 2. The Landlord agrees to rent to the Tenant the retail store municipally described as 2311 Pio Nono Ave, Macon, GA 31206, USA (the "Premises").
- 3.

The Premises will be used for only the following permitted use: Convenience Store and Gas Station (the "Permitted Use").

Term

4. The term of the Lease commences at 12:00 noon on August 15, 2023 and ends at 12:00 noon on August 15, 2028 (the "Term").
5. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.
6. Upon 30 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due.
7. Upon 120 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said 120 days notice.

Rent

8. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$7,000.00, payable per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.
9. The Tenant will pay the Base Rent on or before the fifteenth of each and every month of the Term to the Landlord.
10. The Tenant will be charged an additional amount of \$300.00 for any late payment of Rent.
11. The Tenant will be given a grace period of 5 days to pay Rent before late payment fees are charged.
12. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

Operating Costs

13. In addition to the Base Rent, the Tenant will pay as Additional Rent, without setoff, abatement or deduction, its Proportionate Share of all of the Landlord's costs, charges and expenses of operating, maintaining, repairing, replacing and insuring the Building including the Common Areas and Facilities from time to time and the carrying out of all obligations of the Landlord under this Lease and similar leases with respect to the Building ("Operating Costs").

14. Except as otherwise provided in this Lease, Operating Costs will not include debt service, depreciation, costs determined by the Landlord from time to time to be fairly allocable to the correction of construction faults or initial maladjustments in operating equipment, all management costs not allocable to the actual maintenance, repair or operation of the Building (such as in connection with leasing and rental advertising), work performed in connection with the initial construction of the Building and the Premises and improvements and modernization to the Building subsequent to the date of original construction which are not in the nature of a repair or replacement of an existing component, system or part of the Building.
15. Operating Costs will also not include the following:
- a. any increase in insurance premiums to the center as a result of business activities of other Tenants;
 - b. the costs of any capital replacements;
 - c. the costs incurred or accrued due to the willful act or negligence of the Landlord or anyone acting on behalf of the Landlord;
 - d. structural repairs;
 - e. costs for which the Landlord is reimbursed by insurers or covered by warranties;
 - f. costs incurred for repairs or maintenance for the direct account of a specific Tenant or vacant space;
 - g. costs recovered directly from any Tenant for separate charges such as heating, ventilating, and air conditioning relating to that Tenant's leased premises, and in respect of any act, omission, neglect or default of any Tenant of its obligations under its Lease; or
 - h. any expenses incurred as a result of the Landlord generating revenues from common area facilities will be paid from those revenues generated.
16. The Tenant will pay:
- a. To the Landlord, the Tenant's Proportionate Share of all real property taxes, rates, duties, levies and assessments which are levied, rated, charged, imposed or assessed by any lawful taxing authority (whether federal, state, district, municipal, school or otherwise) against the Building and the land or any part of the Building and land from time to time or any taxes payable by the Landlord which are charged in lieu of such taxes or in addition to such taxes, but excluding income tax upon the income of the Landlord to the extent that such taxes are not levied in lieu of real property taxes against the Building or upon the Landlord in respect of the Building



- b To the lawful taxing authorities, or to the Landlord, as it may direct, as and when the same become due and payable, all taxes, rates, use fees, duties, assessments and other charges that are levied, rated, charged or assessed against or in respect of all improvements, equipment and facilities of the Tenant on or in default by the Tenant and in respect of any business carried on in the Premises or in respect of the use or occupancy of the Premises by the Tenant and every subtenant, licensee, concessionaire or other person doing business on or from the Premises or occupying any portion of the Premises.

Landlord's Estimate

17. The Landlord may, in respect of all taxes and Operating Costs and any other items of Additional Rent referred to in this Lease compute bona fide estimates of the amounts which are anticipated to accrue in the next following lease year, calendar year or fiscal year, or portion of such year, as the Landlord may determine is most appropriate for each and of all items of Additional Rent, and the Landlord may provide the Tenant with written notice and a reasonable breakdown of the amount of any such estimate, and the Tenant, following receipt of such written notice of the estimated amount and breakdown will pay to the Landlord such amount, in equal consecutive monthly installment throughout the applicable period with the monthly installment of Base Rent. With respect to any item of Additional Rent which the Landlord has not elected to estimate from time to time, the Tenant will pay to the Landlord the amount of such item of Additional Rent, determined under the applicable provisions of this Lease, immediately upon receipt of an invoice setting out such items of Additional Rent. Within one hundred and twenty (120) days of the conclusion of each year of the Term or a portion of a year, as the case may be, calendar year or fiscal year, or portion of such year, as the case may be, for which the Landlord has estimated any item of Additional Rent, the Landlord will compute the actual amount of such item of Additional Rent, and make available to the Tenant for examination a statement providing the amount of such item of Additional Rent and the calculation of the Tenant's share of that Additional Rent for such year or portion of such year. If the actual amount of such items of Additional Rent, as set out in the any such statement, exceeds the aggregate amount of the installment paid by the Tenant in respect of such item, the Tenant will pay to the Landlord the amount of excess within fifteen (15) days of receipt of any such statement. If the contrary is the case, any such statement will be accompanied by a refund to the Tenant of any such overpayment without interest, provided that the Landlord may first deduct from such refund any rent which is then in arrears.

Use and Occupation

18. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the Term and throughout the Term, and will continuously

occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.

19. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.
20. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

Quiet Enjoyment

21. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

22. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as Rent, or any part of the Rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Overholding

23. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the Term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a

month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

Additional Rights on Reentry

24. If the Landlord reenters the Premises or terminates this Lease, then:

- a. notwithstanding any such termination or the Term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
- b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
- c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant, and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
- d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;
- e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
- f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
- g. after reentry, the Landlord may terminate the Lease on giving 5 days' written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;

b. the Tenant will pay to the Landlord on demand

- i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later.
- ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized, including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
- iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the Term had it not been terminated, at the option of the Landlord, either:
 - i. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the Term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or
 - ii. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

Renewal of Lease

25. Upon giving written notice no later than 60 days before the expiration of the Term, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for any signing incentives/inducements and this renewal clause and the amount of the rent. If the Landlord and the Tenant cannot agree as to the amount of the Rent, the amount of the Rent will be determined by mediation. The Rent should be determined taking into consideration the market rent of similarly improved premises in the market, as well as the location, use, age, and size of premises.

Landlord Improvements

26. The Landlord will make the following improvements to the Premises.
- a. Any improvements or maintenance regarding walls, roofs, and buildings structure will be repaired at the cost of the landlord. Any routine maintenance will be paid for by the tenant.

Utilities and Other Costs

27. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water, sewer, telephone, internet and cable.
28. The Tenant will also directly pay for the following utilities and other charges in relation to the Premises: Property & Personal Property Tax..

Insurance

29. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's policy of insurance.
30. The Tenant is responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage and loss for the benefit of the Landlord.
31. The Tenant is responsible for insuring the Premises for damage or loss to the structure, mechanical or improvements to the Building on the Premises for the benefit of the Tenant and the Landlord. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.
32. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.
33. The Tenant will provide proof of such insurance to the Landlord upon the issuance or renewal of such insurance.

Abandonment

34. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the

Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Governing Law

35. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Georgia, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

36. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Georgia (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

37. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Bulk Sale

38. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Additional Provisions

39. This lease is effective when all licenses related to operating the business are received.

Care and Use of Premises

40. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
41. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
42. The Tenant will not engage in any illegal trade or activity on or about the Premises.
43. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

44. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

45. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

46. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

47. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
48. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

49. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
50. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
51. Time is of the essence in this Lease.
52. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 15th day of August, 2023

Verenj Sheel
(Witness)

Shivaum Real Estate Corporation (Landlord)

Per: *Sheel Sheel* (SEAL)
Sheel Sheel

Milan Patel
(Witness)
Milan Patel

Pio Nono Expressway Inc (Tenant)

Per: *N.S. Nayee* (SEAL)
Navinchandra Nayee

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: M.S. Noyle Date: 12/4/23

Business Name PIO NONO EXPRESSWAY INC

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

This 4 day of Dec, 2023
Tonya Boyd
 NOTARY PUBLIC

 MY COMMISSION EXPIRES 10/27

Owner/Individual Certification

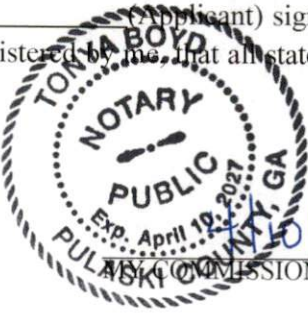
I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Individual/Owner's Signature: M.S. Noyle Date: 12/4/23
 (If different from Agent)

Title: CEO

Business Name: PIO NONO EXPRESSWAY INC

I hereby certify that NAVINCHANDRA NAYEE (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 4 day of Dec, 2023
Tonya Boyd
 NOTARY PUBLIC

 MY COMMISSION EXPIRES 10/27

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: PIO NONO EXPRESSWAY INC

Business Address: 2311 PIO NONO AVE, MACON, GA 31206

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.

NAVINCHANDRA NAYEE *M.S. Nayee*
Applicant/Agent Signature

12/4/23
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

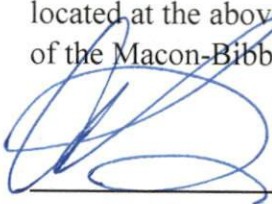
thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

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: PIO NONO EXPRESSWAY INC

Business Address: 2311 PIO NONO AVE, MACON, GA 31206

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

11/28/23

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.

NAVINCHANDRA NAYEE

N.S. Nayee

11/28/23

Applicant/Agent Signature

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>N.S. Nayee</u>	NAVINCHANDRA NAYEE	<u>12/4/23</u>
Signature	Print Name	Date



Alcohol License Questionnaire

Name of Business: PIO NONO EXPRESSWAY INC

Owner's Name: NAVINCHANDRA NAYEE

Address: 2311 PIO NONO AVE. MACON, GA 31206

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

NAVINCHANDRA NAYEE

Printed Name of person completing form

N.S. Nayee

Signature of person completing form

12/4/23

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: Pio Nono Expressway Inc. DBA Exxon Food Mart

Business Address: 2311 Pio Nono ~~Ex~~ Ave. Macon GA 31206

☒ **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

N.S. Noyse
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 #

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: NAVINCHANDRA NAYEE - CEO

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

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.

NAVINCHANDRA NAYEE

N.S. Nayee

Print and Sign Name

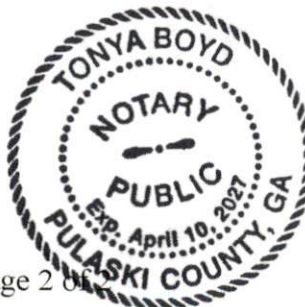
Sworn to and subscribed before me this

4 day of Dec, 2023

Tonya Boyd

Notary Public

My commission expires: 4/10/27



Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: NAVINCHANDRA NAYEE - CEO / Business Owner

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

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.

NAVINCHANDRA NAYEE

N.S. Nayee

Print and Sign Name

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

Tonya Boyd

Notary Public

My commission expires: 4/10/27



Page 2 of 2

Rev. April 2022
See O-22-0011

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Navinchandra Nayee, CEO

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

Sheel Shah, Property 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.

Sheel Shah
Print and Sign Name

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

Syed A. A.
Notary Public
My commission expires:

SYED HAIDER
Notary Public
Harris County
State of GA.
My Comm. Expires Feb. 11, 2025



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

Reviewed By: _____

OFFICE USE ONLY
ALCOHOL APPLICATION

Applicant Name: Navinchandra Nayee

Fingerprints: Completed 12.12.23

Business Name: Pio Nono Expressway Inc DBA Exxon Food Mart

Business Address: 2311 Pio Nono Ave, Macon, GA 31206

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

Granted

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

12/18/2023

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 1/16/2024 (Date) ^{DS}
SD (Initials)

Comments

Reviewed by legal. Legal recommends approval. SDD

Initials

^{DS}
SF Stephanie Freeman, Administrative Office Specialist

ADDED TO THE FEBRUARY 6, 2024 PRE-COMMISSION
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 = Totals \$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



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

Business Information

Business Name: GUITARRAS MEXICAN GRILL ON SPRING LLC
 Business Type: LLC

Address Information

Location Address: 781 SPRING ST STE 105 MA GA 31210

Alcohol License Information

License Type: Consumption on Premises
 Start Date: 01-11-2024
 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: PINA, GIOVANNA

Additional Information

Primary NAICS: 722511

Officers	Officer or Responsible Party
PINA, GIOVANNA M.	Both
FIGUEROA BARCENAS, ALICIA N.	Officer
PINA, GIOVANNA	Responsible Party



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

Officers

Officer or Responsible Party

Select One: ☒ New Business☐ Change of location☐ Change of Business**BUSINESS**Federal Tax ID #: 93-4282182 State Tax ID #: _____Business Name: Guitarras mexican grill and smalls Corporate and Trade Name: _____Local Business Address: 781 spring street macon ga 31201
(P.O. Box Not Allowed) City State ZipMailing Address: 509 candlewick ct
(City State Zip)Local Business Phone #: 478-954-9463 Email Address: iamgiorese@gmail.comContact Person: Giovanna Pina Contact Phone #: 478-954-9463**AGENT**Agent's Name: Giovanna Pina Agent's Title: owner

Date of Birth: _____ Social Security Number: _____

Home Address: 509 candlewick City: macon State: GA Zip: 31220Home Phone #: 478-954-9463 Email: iamgiorese@gmail.comMailing Address: 509 candlewick ct City: macon State: GA Zip: 31220**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

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>Giovanna Alejandra Pina</u>			
Home Address: <u>509 Candlewick Ct Marietta 30220</u>			
Sex	Race	Date of Birth	Social Security Number
<u>F</u>	<u>HISPANIC</u>		



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



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

Signature

exif

Date

12/29/23

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

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

Purpose Code used: (check one)

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

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: Gutierrez Mexican Grill LLC

Printed Name of Applicant: Giovanna Ana

*Signature of Applicant: *Gia*

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 13 DAY OF November, 2023

Megan Sotela
 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

0023317164705YU

Country of Birth

MEX - MEXICO

Employment Authorization Document (EAD) Expiration Date

05/16/2025

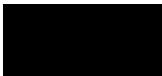
Provision of Law Code

C33

Agency Submitted Details

Full Name

Giovanna Pina

Date of Birth**Initiated On**

11/13/2023

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: GIOVANNA PINA
PROPOSED LICENSE: BEER, WINE, AND LIQUOR CONSUMED ON PREMISES
BUSINESS LOCATION: 781 SPRING ST.
BUSINESS NAME: GUITARRAS ON SPRING 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)

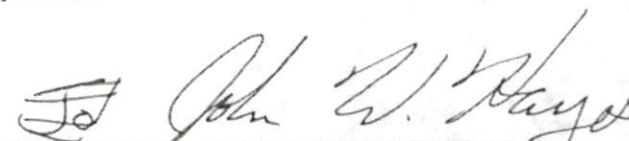
☒ Comply ☐ Does not comply

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:

 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 on Spring
781 Spring Street*

5,800' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Emory Hwy.

1,450' — MHA housing unit property line

1130 Oglethorpe Street

OK!

*Paul A. Hoinowski
December 6, 2023*

McClatchy

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
135818	499027	Print Legal Ad-IPL01514490 - IPL0151449		\$46.36	1	28 L

Attention: Giovanna Pina

Giovanna Pina
509 Candlewick Ct
Macon, GA 31220

iamgiorese@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 20, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Guitarras on Spring, 781 spring street Macon Georgia 31201. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This December 13, 2023. Giovanna Pina, Applicant
IPL0151449
Dec 13,20 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:

12/13/23, 12/20/23

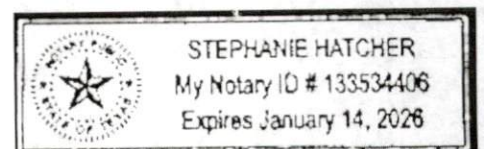
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 22nd day of 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-2023-2681	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 12/04/2023
ISSUED TO NAME:	Giovanna Pina	
	Guitarras on Spring	
PROPERTY OWNER'S NAME:	MEDICAL CENTER OF CENTRAL GA	
PROPOSED USE:	New: Commercial, Industrial, or Institutional restaurant	
ADDRESS OF PROPOSED USE:	781 SPRING ST suite 105	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	Q073-0562	ZONING DISTRICT: PDE

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 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 12/04/2024

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 : 23229946

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

GUIARRAS MEXICAN GRILL ON SPRING LLC

a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **10/27/2023** 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 **11/06/2023**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 10/27/2023 5:12:46 PM

BUSINESS INFORMATION

CONTROL NUMBER	23229946
BUSINESS NAME	GUIARRAS MEXICAN GRILL ON SPRING LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	10/27/2023

PRINCIPAL OFFICE ADDRESS

ADDRESS	781 SPRING ST, MACON, GA, 31210, USA
----------------	--------------------------------------

REGISTERED AGENT

NAME	ADDRESS	COUNTY
GIOVANNA PINA	509 CANDLEWICK CT, MACON, GA, 31220, USA	Bibb

ORGANIZER(S)

NAME	TITLE	ADDRESS
ALICIA NANCY FIGUEROA BARCENAS	ORGANIZER	167 BROOKFIELD DR, MACON, GA, 31210, USA
GIOVANNA PINA	ORGANIZER	509 CANDLEWICK CT, MACON, GA, 31220, USA
LUIS DAVID RESENDIZ	ORGANIZER	167 BROOKFIELD DR, MACON, GA, 31210, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	GIOVANNA PINA
AUTHORIZER TITLE	Organizer

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 10/27/2023 5:12:46 PM

BUSINESS INFORMATION

CONTROL NUMBER	23229946
BUSINESS NAME	GUITARRAS MEXICAN GRILL ON SPRING LLC
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LUIS DAVID RESENDIZ	ORGANIZER	167 BROOKFIELD DR, MACON, GA, 31210, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	GIOVANNA PINA
AUTHORIZER TITLE	Organizer

Control Number : 23229946

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

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has been duly organized under the laws of the State of Georgia on **10/27/2023** 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 **11/06/2023**.



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: Guitarrras on Spring Name of Corporation: _____

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

Individual:

Name and Title: Giovanna Pina owner Telephone Number: (478) 954-9463

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

Residential Street Address: 509 Candlenick St Macon GA 31202

Mailing Address: _____

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: 1
 - ☐ Member holdings 100% of all outstanding membership interests
- ☐ Privately Held Corp./Company
 - ☐ Corporate Officer: Yes ___ No ___
 - ☐ Shareholder holding ___% of all outstanding ownership interests.
- ☐ Publicly Traded Company
 - ☐ Corporate Officer: Yes ___ No ___
- ☐ Other
 - ☐ Other person exercising operational authority over the entity: _____



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 Renewal Application

APPLICANT

First Name: Giovanna Last Name: Pina
Home Address: 157 Tom Hill Sr Blvd City: macon State: GA Zip: 31220
Home Phone #: 478 954-9463 Email: iangiorese@gmail.com
Date of Birth: [REDACTED] Social Security Number: _____
Mailing Address: 509 candlewick 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 cash, card, money order, cashier's check, or personal check 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

11/13/23
Date

I hereby certify that Giovanna Pina 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 13 day of November, 2023

[Signature]
NOTARY PUBLIC



March 21, 2027
MY COMMISSION EXPIRES



Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

GIOVANNA PINA

Course Completion

RENEW MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2023-01-06

Serial No.

cert_7yngtf8w





Giovanna Pina



AH000861

ALCOHOL HANDLER

EXP: 12/31/2024

Doc ID: 012308680009 Type: GLR
Recorded: 04/13/2016 at 08:30:00 AM
Fee Amt: \$26.00 Page 1 of 9
Bibb County Superior Court
Erica Woodford Clerk
BK 9665 Pg 9-17

After recording return to:

SPIVEY, POPE, GREEN & GREER, LLC
P.O. Box 899
Macon, GA 31202-0899

MEMORANDUM OF LEASE
(Lofts at Spring Street)

STATE OF GEORGIA

COUNTY OF BIBB

This Memorandum of Lease ("Memorandum"), dated as of 9/28, 2015 (the "Effective Date"), is made by and between **THE MEDICAL CENTER OF CENTRAL GEORGIA, INC.**, a Georgia non-profit corporation (hereinafter referred to as "Lessor"), and **LOFTS AT SPRING STREET, LLC**, a limited liability company organized and existing under the laws of the State of Georgia (hereinafter referred to as "Lessee"), for the leasing of certain real property located in Macon, Bibb County, Georgia.

WITNESSETH:

1. The terms and provisions set forth in that certain Ground Lease (Lofts at Spring Street) between the parties hereto (the "Lease"), dated as of 9/28, 2015 (the "Effective Date"), pertaining to the Property (as hereinafter defined) are hereby incorporated into this Memorandum. Any capitalized terms not defined herein shall have the meaning given them in the Lease.

2. Pursuant to the Lease, Lessor has leased to Lessee for a term beginning on the Commencement Date (as defined therein) and continuing until the date forty (40) years following the Commencement Date, as such later date may be extended, at the election of

9

Lessee, for four (4) additional ten (10) year periods as provided in the Lease, the following property: that certain tract of land situated in Bibb County, Georgia, located at the intersection of Spring Street and Rose Park, Macon, Georgia (hereinafter referred to as the "**Land**"), as more particularly described in Exhibit "A" attached hereto and made a part hereof, together with a non-exclusive easement to tie into the Parking Deck currently existing on the adjacent land of Landlord identified in Exhibit "C" attached hereto and made a part hereof and a non-exclusive easement for pedestrian ingress and egress through such Parking Deck (which easements are set forth in that certain Declaration of Easements between Lessor and Lessee of even date herewith and recorded prior to the recording of this Memorandum) (collectively, "**Property**"), and as shown on the plat entitled "Boundary Survey for Lofts at Spring Street, LLC", prepared by Carl B. Levi, GRLS 2744, dated April 24, 2015, last revised on May 8, 2015, and recorded in Plat Book __, Page __, Clerk's Office, Bibb Superior Court, a copy of which is attached hereto as Exhibit "B" (the "**Survey**"). The Land is located in the vicinity of certain real property leased by Lessor from the Macon-Bibb County Hospital Authority, as landlord (the "**Authority**"), pursuant to that certain Lease Transfer Agreement between Authority and Lessor, dated February 14, 1995, as amended by First Amendment to Lease and Transfer Agreement, dated November 30, 1999, Second Amendment to Lease and Transfer Agreement, dated April 24, 2002 and Third Amendment to Lease and Transfer Agreement, dated August 1, 2005 (as amended, the "**Master Lease**"). The real property currently encumbered by the Master Lease is referred to herein as the "**Hospital**". The Property is separate and distinct from, and is not part of the Hospital.

3. Pursuant to the Lease, Lessor has granted to Lessee, for a period of five (5) years following the Effective Date, an exclusive first opportunity right to develop further mixed-use developments (such as retail/office/residential/medical related) within or outside the Hospital subject to the terms and conditions set forth therein.

4. Pursuant to that certain Subordination, Non-Disturbance and Attornment Agreement of even date herewith among Authority, Lessor and Lessee (the "**SNDA**"), which SNDA is to be recorded in the aforesaid records simultaneously with the recording of this Memorandum, Authority has agreed that, upon any expiration or early termination of the Master Lease and assignment of the Land and improvements thereon to Authority pursuant to Section 12.8 thereof, Authority will honor all the terms and provisions of the Lease and Lessee's rights thereunder, all pursuant to the terms and provisions of said SNDA.

5. This Lease is and shall be binding upon and inure to the benefit of Lessor and Lessee and their respective successors, successors-in-title and assigns including, without limitation, any mortgagee or grantee under a deed to secure debt from any of the foregoing and any purchaser at any foreclosure sale under any such mortgage or deed to secure debt or grantee under a deed in lieu of foreclosure pursuant thereto.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Memorandum of Lease and have hereunto set their hands and seals affixed hereto as of the date first above written.

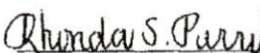
LESSOR:

THE MEDICAL CENTER OF CENTRAL
GEORGIA, INC.

By: 
Name: Kenneth B. Bakus
Title: Treasurer



Attest:

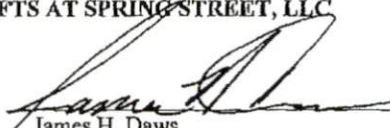
By: 
Name: Rhonda S. Perry
Title: Treasurer

(CORPORATE SEAL)

Date Executed: 9/28/2015

LESSEE:

LOFTS AT SPRING STREET, LLC

By: 
James H. Daws
Managing Member

Date Executed: 7-23-15

EXHIBIT "A"

Land

Tract A

All that tract or parcel of land situate, lying and being in Macon, Bibb County, Georgia, and in Square 81 of the Old City and being Lot 9 and a portion of Lots 7 and 8 in Square 81, containing 1.17 acres, more or less, and more particularly described as "Tract A" on that certain Boundary Survey prepared for Sierra Development and the Medical Center of Central Georgia by Carl B. Levi, Registered Land Surveyor, GRLS No. 2744, dated March 3, 2014, last revised on May 8, 2015, and recorded in Plat Book __, Page __, Clerk's Office, Bibb Superior Court.

AND

Tract B

All that tract or parcel of land situate, lying and being in Macon, Bibb County, Georgia, and more particularly described as part of Square 81 in the Plan of the City of Macon, containing 0.71 acres, more or less and more particularly described as "Tract B" on that certain Boundary Survey prepared for Sierra Development and the Medical Center of Central Georgia by Carl B. Levi, Registered Land Surveyor, GRLS No. 2744, dated March 3, 2014, last revised on May 8, 2015, and recorded in Plat Book __, Page __, Clerk's Office, Bibb Superior Court.

LESS AND EXCEPT, that portion of Tract B containing improvements depicted as a "Parking Garage" as shown on the aforementioned survey.

AND

Former Public Alley

All that tract or parcel of land situate, lying and being in Macon, Bibb County, Georgia, and in Square 81 of the Old City area of Macon, Bibb County, Georgia, containing 4,733 SQ.FT or 0.11 ACRES, more or less, and more particularly described as "Former Public Alley" on that certain Boundary Survey prepared for Sierra Development and the Medical Center of Central Georgia by Carl B. Levi, Registered Land Surveyor, GRLS No. 2744, dated March 3, 2014, last revised on May 8, 2015, and recorded in Plat Book __, Page __, Clerk's Office, Bibb Superior Court. A true and correct copy of said plat is attached hereto as Exhibit B.

EXHIBIT "B"

Survey
(See Attachment)

EXHIBIT "B"

1

EXHIBIT "C"

Parking Deck Legal Description

All that tract or parcel of land situate, lying, and being in Square 81, Old City, Macon, Bibb County, Georgia, being more particularly described as Parcel A (2.796 Acres) on that plat of survey for Medical Center of Central Georgia, Inc. by Robert W. Hurley, III, dated February 5, 1998, and recorded in Plat Book 89, page 74, Clerk's Office, Bibb Superior Court. A true and correct copy of said plat is attached hereto as page 2 of this Exhibit C.

Also, that portion of the improvements shown as a "Parking Garage" on that certain Boundary Survey prepared for Sierra Development and the Medical Center of Central Georgia by Carl B. Levi, Registered Land Surveyor, GRLS No. 2744, dated March 3, 2014, last revised on May 8, 2015, and recorded in Plat Book __, Page __, Clerk's Office, Bibb Superior Court. A true and correct copy of said plat is attached hereto as Exhibit B.

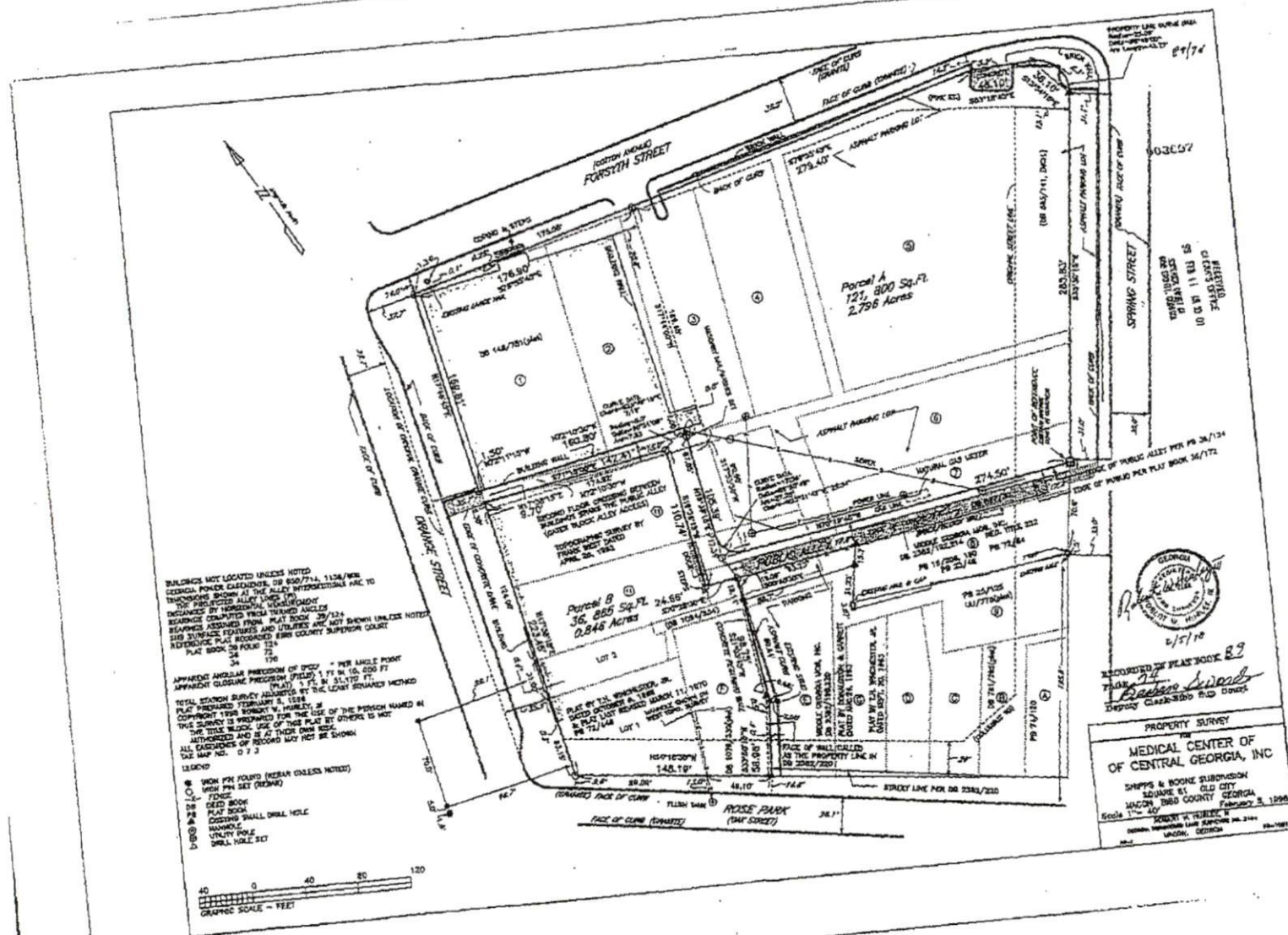
EXHIBIT "C"

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EXHIBIT "C"

Parking Deck Survey
(See Attachment)

EXHIBIT "C"
2



Doc ID: 012477250009 Type: GLR
 Recorded: 07/08/2016 at 02:33:00 PM
 Fee Amt: \$28.00 Page 1 of 9
 Bibb County Superior Court
 Erica Woodford Clerk
 BK 9718 PG 94-102

Doc ID: 012308680009 Type: GLR
 Recorded: 04/13/2016 at 08:30:00 AM
 Fee Amt: \$28.00 Page 1 of 9
 Bibb County Superior Court
 Erica Woodford Clerk
 BK 9665 PG 9-17

This document is being re-recorded to include Witness and Notary on signature page

After recording return to:

SPIVEY, POPE, GREEN & GREER, LLC
 P.O. Box 899
 Macon, GA 31202-0899

MEMORANDUM OF LEASE
 (Lofts at Spring Street)

STATE OF GEORGIA

COUNTY OF BIBB

This Memorandum of Lease ("Memorandum"), dated as of 9/28, 2015 (the "Effective Date"), is made by and between THE MEDICAL CENTER OF CENTRAL GEORGIA, INC., a Georgia non-profit corporation (hereinafter referred to as "Lessor"), and LOFTS AT SPRING STREET, LLC, a limited liability company organized and existing under the laws of the State of Georgia (hereinafter referred to as "Lessee"), for the leasing of certain real property located in Macon, Bibb County, Georgia.

WITNESSETH:

1. The terms and provisions set forth in that certain Ground Lease (Lofts at Spring Street) between the parties hereto (the "Lease"), dated as of 9/28, 2015 (the "Effective Date"), pertaining to the Property (as hereinafter defined) are hereby incorporated into this Memorandum. Any capitalized terms not defined herein shall have the meaning given them in the Lease.

2. Pursuant to the Lease, Lessor has leased to Lessee for a term beginning on the Commencement Date (as defined therein) and continuing until the date forty (40) years following the Commencement Date, as such later date may be extended, at the election of

Lessee, for four (4) additional ten (10) year periods as provided in the Lease, the following property: that certain tract of land situated in Bibb County, Georgia, located at the intersection of Spring Street and Rose Park, Macon, Georgia (hereinafter referred to as the "**Land**"), as more particularly described in Exhibit "A" attached hereto and made a part hereof, together with a non-exclusive easement to tie into the Parking Deck currently existing on the adjacent land of Landlord identified in Exhibit "C" attached hereto and made a part hereof and a non-exclusive easement for pedestrian ingress and egress through such Parking Deck (which easements are set forth in that certain Declaration of Easements between Lessor and Lessee of even date herewith and recorded prior to the recording of this Memorandum) (collectively, "**Property**"), and as shown on the plat entitled "Boundary Survey for Lofts at Spring Street, LLC", prepared by Carl B. Levi, GRLS 2744, dated April 24, 2015, last revised on May 8, 2015, and recorded in Plat Book __, Page __, Clerk's Office, Bibb Superior Court, a copy of which is attached hereto as Exhibit "B" (the "**Survey**"). The Land is located in the vicinity of certain real property leased by Lessor from the Macon-Bibb County Hospital Authority, as landlord (the "**Authority**"), pursuant to that certain Lease Transfer Agreement between Authority and Lessor, dated February 14, 1995, as amended by First Amendment to Lease and Transfer Agreement, dated November 30, 1999, Second Amendment to Lease and Transfer Agreement, dated April 24, 2002 and Third Amendment to Lease and Transfer Agreement, dated August 1, 2005 (as amended, the "**Master Lease**"). The real property currently encumbered by the Master Lease is referred to herein as the "**Hospital**". The Property is separate and distinct from, and is not part of the Hospital.

3. Pursuant to the Lease, Lessor has granted to Lessee, for a period of five (5) years following the Effective Date, an exclusive first opportunity right to develop further mixed-use developments (such as retail/office/residential/medical related) within or outside the Hospital subject to the terms and conditions set forth therein.

4. Pursuant to that certain Subordination, Non-Disturbance and Attornment Agreement of even date herewith among Authority, Lessor and Lessee (the "**SNDA**"), which SNDA is to be recorded in the aforesaid records simultaneously with the recording of this Memorandum, Authority has agreed that, upon any expiration or early termination of the Master Lease and assignment of the Land and improvements thereon to Authority pursuant to Section 12.8 thereof, Authority will honor all the terms and provisions of the Lease and Lessee's rights thereunder, all pursuant to the terms and provisions of said SNDA.

5. This Lease is and shall be binding upon and inure to the benefit of Lessor and Lessee and their respective successors, successors-in-title and assigns including, without limitation, any mortgagee or grantee under a deed to secure debt from any of the foregoing and any purchaser at any foreclosure sale under any such mortgage or deed to secure debt or grantee under a deed in lieu of foreclosure pursuant thereto.

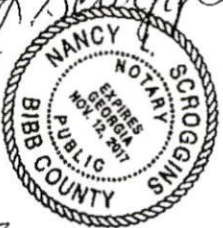
[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Memorandum of Lease and have hereunto set their hands and seals affixed hereto as of the date first above written.

Cathy Creaner
Witness.

Nancy L. Scroggins
Notary


Cathy Creaner
Witness

Nancy L. Scroggins
Notary


C. T. B.
Witness

George S. Greer
George S. Greer
NOTARY PUBLIC
Bibb County, GEORGIA
My Commission Expires December 15, 2018

LESSOR:

THE MEDICAL CENTER OF CENTRAL
GEORGIA, INC.

By: *Kenneth B. Banks*
Name: Kenneth B. Banks
Title: Treasurer

Attest:

By: *Rhonda S. Perry*
Name: Rhonda S. Perry
Title: Treasurer

(CORPORATE SEAL)

Date Executed: 9/28/2015

LESSEE:

LOFTS AT SPRING STREET, LLC

By: *James H. Daws*
James H. Daws
Managing Member

Date Executed: 7-23-15

EXHIBIT "A"

Land

Tract A

All that tract or parcel of land situate, lying and being in Macon, Bibb County, Georgia, and in Square 81 of the Old City and being Lot 9 and a portion of Lots 7 and 8 in Square 81, containing 1.17 acres, more or less, and more particularly described as "Tract A" on that certain Boundary Survey prepared for Sierra Development and the Medical Center of Central Georgia by Carl B. Levi, Registered Land Surveyor, GRLS No. 2744, dated March 3, 2014, last revised on May 8, 2015, and recorded in Plat Book __, Page __, Clerk's Office, Bibb Superior Court.

AND

Tract B

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Survey
(See Attachment)

EXHIBIT "B"

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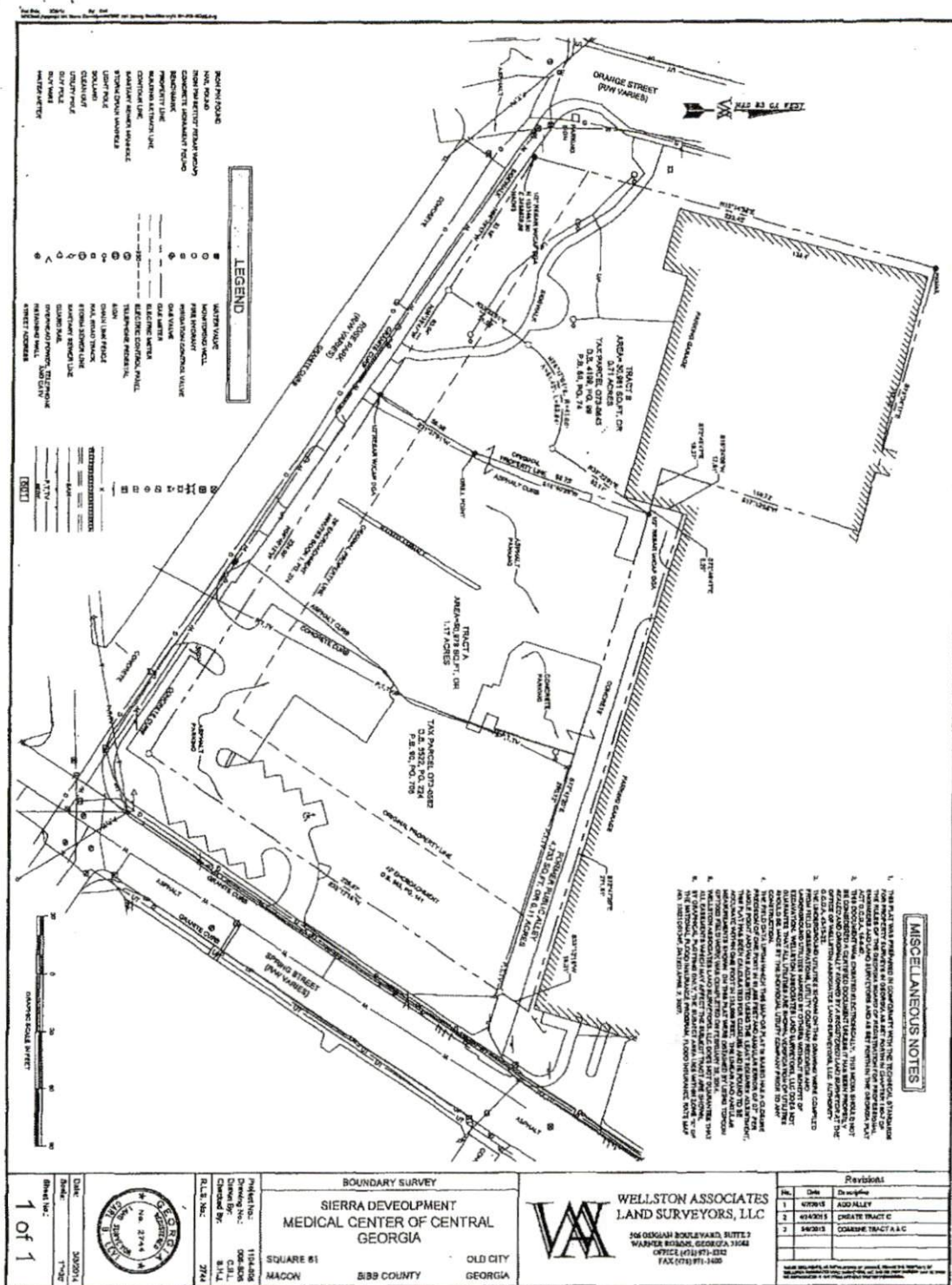


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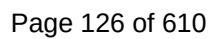
EXHIBIT "C"

1

EXHIBIT "C"

Parking Deck Survey
(See Attachment)

EXHIBIT "C"
2



TENANT ACKNOWLEDGEMENT AND ACCEPTANCE OF POSSESSION OF PREMISES AND RECEIPT OF KEYS

LANDLORD: Lofts at Spring Street, LLC

TENANT: Giovanna Pina dba Guitarras Mexican Grill

LEASED PREMISES: 781 Spring Street, Suite 105, Macon GA 31201

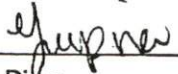
I, **Giovanna Pina**, acknowledge acceptance of possession of the Premises and receipt of 2 keys for the Leased Premises referenced above. The Tenant(s) agrees that he/she will not change any lock or make any additional keys without the Landlord's permission. Loss of any keys should be immediately reported to the Landlord.

If Tenant changes the locks at any time during tenancy, Tenant shall provide Landlord with a copy of 2 keys within 3 days of locks being changed.

At the end of the tenancy, Tenant must return all keys listed herein. Failure to do so will incur a charge of \$50.00 per key that is not returned.

I/We acknowledge by my/our signatures below that I/we have received all of the keys listed and agree to the terms contained in this receipt.

Tenant:


Giovanna Pina

Date 10/2/23

Landlord Representative:


Susan Bloodworth, Leasing Director

Date 3/2/2023

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (hereinafter referred to as "Lease") is made and entered into this 2nd day of October 2023, by and between **Lofts at Spring Street, LLC**, whose address is **401 Cherry St, Suite 600, Macon, GA 31201** hereinafter referred to as "Sublessor"), and **Giovanna A. Pina dba Guitarras Mexican Grill Spring Street, LLC** whose address is **509 Candlewick Ct, Macon, GA 31220** (hereinafter referred to as "Sublessee").

WHEREAS, The Medical Center of Central Georgia (the "Owner") is the owner of certain premises situated in Bibb County, Georgia, located at the intersection of Spring Street and Rose Park (the "Parcel"); and

WHEREAS, Sublessor has entered into a long term ground lease of the Parcel with the Owner (the "Ground Lease") for the purpose of constructing, operating, and maintaining mixed-use office, retail, residential and medical related facilities, a pedestrian bridge, a parking deck, as well as other related amenities and site improvements, all located on the Parcel, known as the Lofts at Spring Street and identified on attached Exhibit "A" (the "Property"); and

WHEREAS, Sublessee desires to lease a certain portion of the Demised Premises (hereinafter defined) from the Sublessor only for a "Permitted Use" as defined in Paragraph 63 of the RIDER attached hereto and for no other purpose and

NOW THEREFORE, for and in consideration of the mutual covenants and agreements expressed herein with the benefits flowing to each party hereto, the receipt and sufficiency of consideration being acknowledged by each party hereto, the parties agree as follows:

1. **DEMISED PREMISES:** In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Sublessee to be observed and performed, Sublessor demises and leases to Sublessee, and Sublessee rents from Sublessor, those certain premises now erected or hereinafter to be erected in the **Lofts at Navicent Building**, 781 Spring St., Suite **105** on the Ground Floor, Macon, GA 31201, (hereinafter referred to as the "Property" in **Bibb County, Georgia**, which premises consist of a store having a total gross leasable area of approximately **two thousand five hundred nine (2509)** square feet (hereinafter referred to as "Demised Premises" and the building in which the Demised Premises is located is hereinafter referred to as the "Building"). The Demised Premises and the configuration thereof are shown as Suite **105** on the floor plan attached hereto as Exhibit "A-1". The foregoing square footage shall be used for purposes of determining Sublessee's proportionate share of certain charges but is not warranted or represented to be the actual square footage of the Demised Premises. Sublessor may increase, reduce or change the number, dimensions, or location of the walks, buildings and parking areas in any manner whatsoever as Sublessor shall deem proper, and Sublessor reserves the right to make alterations or additions to, or build additional stories on the building in which the Demised Premises are contained and to add buildings adjoining the same or elsewhere in the Building or add to or subtract land from the Building. Sublessor also reserves the right to enter into or declare new easements or restrictions affecting the Building and to amend or modify the terms of any easements or restrictions affecting the Building, including reciprocal easement agreements relating to parking, ingress and egress and utilities, and this Lease shall be and is subordinate to any such new or amended easements or restrictions. Sublessee shall provide plans for any Sublessee improvements to the Demised Premises to Sublessor prior to initiating such improvements. Sublessor reserves the right to approve or disapprove any such improvements. In the event Sublessor's approval or disapproval is not provided within sixty (60) days such approval shall be deemed given by Sublessor. Sublessor's approval shall not be construed as a warranty or indemnity as to the suitability or safety of such Sublessee Improvements.

2. **LENGTH OF TERM:** The term of this Lease shall commence as of the date hereof and, unless sooner terminated or extended as hereinafter provided, shall terminate on the last day of the sixtieth (60th) month following the Rental Commencement Date as hereinafter defined.

3. **RENTAL COMMENCEMENT DATE:** The term "Rental Commencement Date" shall mean January 1, 2024. By opening for business, Sublessee shall be deemed to have accepted the Demised Premises, to have acknowledged that the same are in the condition called for hereunder and to have agreed that as of that time all of the obligations of Sublessor imposed under the Lease have been fully performed.

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

5. **MINIMUM RENT:** From and after the Rental Commencement Date, Sublessee agrees to pay to Sublessor at the address stated hereinabove, or at such other place designated by Sublessor in writing, without any prior demand therefore and without any deduction or set-off whatsoever, and as fixed minimum rent in advance upon the first day of each calendar month:

Years	Price PSF	Annually	Monthly
1-3	\$25.00	\$62,725.00	\$5,227.08
4	\$26.50	\$66,488.50	\$5,540.70
5	\$28.00	\$70,252.00	\$5,854.33

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

8. **TAXES:** Sublessee shall be liable for all taxes levied against Sublessee's inventory and personal property, Sublessee's betterments and improvements to the Demised Premises and trade fixtures placed by Sublessee in the Demised Premises. If any such taxes for which Sublessee is liable are levied against Sublessor or Sublessor's property and if Sublessor elects to pay the same or if the assessed value of Sublessor's property is increased by inclusion of Sublessee's personal property and inventory, betterments, improvements, and trade fixtures and Sublessor elects to pay the taxes based on such increase, Sublessee shall pay to Sublessor as additional rent upon demand that part of such taxes for which Sublessee is liable hereunder.

Sublessee shall pay to Sublessor Sublessee's pro rata share of the taxes, public charges and assessments of any nature whatsoever, directly or indirectly assessed or imposed upon land, buildings and improvements constituting the Building and the rents therefrom (other than income, inheritance and franchise taxes thereon) including all costs and fees incurred by Sublessor in contesting same or in negotiating with the public authorities as to same. Said pro rata share shall be computed by taking the total of all such items levied against the entire Property in the calendar year multiplied by the ratio that the area of the Demised Premises, as set forth in Section 1 above, bears to the gross leasable area of the Building. For any tax year or partial year period, the gross leasable area of the Building shall be determined on the first day of January of each such year or partial tax year period. It is estimated that Sublessee's pro rata share of such taxes during the first year shall be **\$1.00** per square foot of the Demised Premises.

Sublessor shall estimate Sublessee's pro rata share of taxes at the beginning of each calendar year. Sublessee shall pay such estimated share of taxes to Sublessor as additional rent in equal monthly installments along with payments of minimum rent. Sublessee's estimated payment hereunder shall be adjusted in accordance with the most recent tax bill received by Sublessor. Sublessor shall notify Sublessee of any excess tax payments made by Sublessee, or of any deficiency in tax payments made by Sublessee, based on tax bills received by Sublessor. Any excess tax payment by Sublessee shall be applied to installments of tax payments next due. Sublessee shall pay to Sublessor any deficiency along with the payment of minimum rents next due and thereafter pay its adjusted proportionate share of taxes in monthly installments as herein provided. Sublessor shall, in addition, furnish Sublessee with copies of all applicable tax bills, upon request of Sublessee. Sublessee's obligation for tax payments hereunder shall survive the expiration of the lease term or earlier termination hereof and in such event Sublessee shall pay sums due pursuant to this Paragraph 10 to Sublessor upon demand.

It is understood and acknowledged that Sublessee's obligations to Sublessor for the payment of its proportionate share of the aforesaid taxes, public charges and assessments is based on the system of real estate taxation in effect on the date hereof. Should the applicable taxing authorities change the manner in which they raise revenue from the ad valorem tax system to an income or other tax form, of whatever nature, then, and in that event, Sublessee shall pay its proportionate share of any taxes, charges or assessments imposed on the Building, the Demised Premises, or any rents or income therefrom under any such new or alternative system of taxation.

9. **UTILITY CHARGES:** Sublessor shall not be liable in the event of any interruption in the supply of any utilities. Sublessee agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by Sublessee shall require additional utility facilities, the same shall be installed at Sublessee's expense in accordance with plans and specifications to be approved in writing by Sublessor, including without limitations, any fees charged by any local authorities or utilities for the purpose of connecting into and/or using such utility service. Sublessee shall be solely responsible for and shall promptly pay all charges for use or consumption for heat, sewer, water, gas, electricity, or any other utility services, and for garbage collection. Should Sublessor elect to supply any utility services, Sublessee agrees to purchase and pay for the same as additional rent at the applicable rates charged by the utility company furnishing the same. Sublessor shall have the right to separately meter the Demised Premises for any utility service. In the event the Demised Premises are not separately metered and Sublessor furnishes a utility service, Sublessor shall have the right to make a fair allocation of the cost of providing such services among Sublessees in the Building and Sublessor's allocation shall be binding and conclusive absent gross and manifest error. In the event that Sublessee requires a special service or services or makes excessive or greater than proportional use of any normally available service or services (excessive being defined by Sublessor in its discretion), Sublessor shall have the right to require Sublessee to have direct contracts with such service provider.

10. **OPERATING EXPENSES:** Sublessee shall pay to Sublessor as additional rent, Sublessee's proportionate share of all costs of insuring the Building and all common area costs and expenses of the Building (collectively, the "Operating Expenses"). For purpose of this Section 10, "**Square Footage of the Building**" shall mean the gross leasable area of the **Building** which is 102,504 square feet (retail, plus leasing office, plus heated sf of floors 2, 3, 4 and 5) *as determined by Architectural Drawings*. Sublessee's proportionate share of Operating Expenses shall be computed by multiplying such costs and expenses by a fraction, the numerator of which shall be the number of square feet of the Demised Premises as set forth in Section 1 above and the denominator of which shall be the Square Footage of the Building. The charge required hereunder shall be paid by Sublessee along with monthly payments of minimum rent in such amounts as are established by Sublessor. It is estimated that the Sublessee's share of the Operating Expenses during the first year is estimated to be **\$1.75** per square foot of the Demised Premises. Estimates may, at the option of Sublessor, be revised semi-annually. After the end of each calendar year Sublessor shall deliver to Sublessee a statement reflecting the Operating Expenses for such period. Sublessee shall pay any deficiency along with the payment of minimum rental next due and thereafter pay its adjusted proportionate share of Operating Expenses in equal monthly installments as herein provided. Sublessor shall credit any excess payments made by Sublessee against future payments in Sublessee's proportionate share of Operating Expenses. Sublessee's proportionate share of Operating Expenses shall be based on the cost and expense of insuring the Building and operating, managing, repairing, and maintaining the common area facilities in a manner deemed by Sublessor to be reasonable and appropriate and for the best interest of the Building including, without limitation, all costs and fees incurred by Sublessor in insuring the Building against loss due to fire and other casualties, against public liability claims for personal injury and/or property damage and not less than one (1) year rental loss insurance, parking lot striping, sealing, repairs and resurfacing, painting of the building, maintenance of lighting fixtures, costs of causing common areas to comply with laws and regulations enacted after the date hereof, including the American's With Disabilities Act, as amended from time to time, and all other laws and regulations governing handicap access and/or accommodation, plus cost and expenses for providing security service and traffic control as deemed necessary by Sublessor, and an administrative cost equal to fifteen percent (15%) of the total cost of insuring the Building and operating and maintaining all common area facilities.

11. **SUBLESSEE'S RECORDS:** Sublessee shall prepare and keep, for a period of not less than two (2) years, at the end of each lease year, adequate books and records including but not limited to inventories, purchases, and receipts of merchandise,

13. **INTEREST ON PAST DUE RENT:** As additional rent hereunder, Sublessee agrees to pay to Sublessor interest on each installment of minimum rent not paid Sublessor when due. Each such payment of additional rent shall be due on the first day of each month, shall be calculated at the highest permissible rate of interest which may be charged under the laws of the state in which the Demised Premises are located [or if no maximum permissible rate is established by law, then at the rate of eighteen percent (18%) per annum] and shall be computed for the period commencing on the date on which such payment became due and ending on the date on which such payment was actually made. The election by Sublessor to collect interest on any past due payments of minimum rent shall not constitute a waiver of Sublessor's right to declare default for non-payment of rent hereunder. Failure of Sublessee to make payments of additional rent when required by this Paragraph 13 shall constitute additional event of default hereunder.

14. **DELINQUENT PAYMENT CHARGE:** In addition to the interest payable by Sublessee on past due rent, Sublessee shall pay to Sublessor: (a) a late charge in an amount equal to five percent (5%) of each rent or other payment due hereunder which is not paid within five (5) days of the due date thereof, in order to partially compensate Sublessor for its administrative and other expenses incurred as a result of such delinquent payment; and (b) a return check charge in the amount of thirty-five and no/100 Dollars (\$35.00) for each returned check issued by Sublessee to Sublessor. The provision for such late charges shall be in addition to all Sublessor's right and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Sublessor's remedies in any manner. Upon the occurrence of an uncured monetary default, default interest shall automatically begin to accrue in an amount of eighteen percent (18%) (per annum) of any installment of fixed minimum rent, percentage rent, Additional Rent (including Sublessee's share of taxes, insurance and operating expenses) or other charge due under this Lease (except unpaid prior interest amounts due so that there will be no compounding of interest) or the maximum allowed by law, whichever is less.

15. **SECURITY DEPOSIT:**

(a) Sublessee has deposited with Sublessor the sum of **six thousand four hundred twenty-nine dollars and thirty-one cents (\$6,429.31)**, receipt of which is hereby acknowledged. Said deposit shall be held by Sublessor without liability for interest as security for the faithful performance by Sublessee of all the terms of this Lease by said Sublessee to be observed and performed. The security deposit shall not be mortgaged, assigned, transferred or encumbered by Sublessee without the written consent of Sublessor and any such act on the part of Sublessee shall be without force and effect and shall not be binding upon Sublessor. However, Sublessor shall, as Sublessor in its sole discretion deems necessary, have the right to utilize the security deposit, or a portion thereof, to clean up any trash, debris or other matter which Sublessor, in its sole discretion, determines detracts from the aesthetic appeal of the Demised Premises or is otherwise unsightly, and also to effect any repairs to the Demised Premises made necessary by Sublessee or its agent, representatives, invitees, visitors, guests or assigns.

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

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

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

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

18. **USE OF PREMISES:** Sublessee shall use the Demised Premises only for a "Permitted Use" as defined in Paragraph 63 of the RIDER attached hereto and for no other purpose. Anything to the contrary herein notwithstanding, Sublessee covenants and agrees not to utilize the Demised Premises for any purpose in violation of Paragraph 1 (USE OF PROPERTY) of the Ground Lease (as defined in Paragraph 63 of the RIDER attached hereto), the terms and provisions of which are incorporated here by reference and shall be applicable to Sublessee in all respects.

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

19. **OPERATION OF BUSINESS:**

(a) Sublessee shall operate its business in all of the Demised Premises during the entire term of this Lease with due diligence and efficiency so as to produce all of the Gross Sales which may be produced by such manner of operation. Sublessee shall keep its business in the Demised Premises open **for at least 40 hours per week, Monday through Friday.** Sublessee's failure

20. **LAWS, WASTE OR NUISANCE:** Sublessee shall, at its own cost and expense:

- (a) comply with all federal, state, local and any other governmental laws, ordinances, orders and regulations affecting the Demised Premises now in force or which hereafter may be in force, including specifically the Americans with Disabilities Act and any other similar laws as such act or similar law(s) applies to the interior of the Demised Premises;
- (b) comply with and execute all rules, requirements and regulations of the Board of Fire Underwriters, Sublessor's insurance companies and other organizations establishing insurance rates;
- (c) not suffer, permit or commit any waste or nuisance;
- (d) not conduct any auction, distress, fire, liquidation, moving, retirement, bankruptcy, going out-of-business or similar sale (and notice and cure rights shall not apply to a breach of this provision); and
- (e) not use the Demised Premises to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process toxic or hazardous wastes and materials, as defined by applicable State and Federal laws and regulations, and shall indemnify Sublessor against any and all liabilities, claims, costs and expenses, including attorney's fees, arising out of Sublessee's breach of this provision.

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

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

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

24. **REPAIRS AND MAINTENANCE BY SUBLESSEE:**

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

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

- (i) if Sublessee does not properly comply with all of the terms, conditions and requirements of Paragraph

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

(c) Before undertaking any alterations, additions, improvements or construction, Sublessee shall obtain at its expense a public liability insurance policy (in addition to all other insurance required to be carried by Sublessee hereunder) insuring Sublessee and Sublessor (and shall furnish a copy to Sublessor) against any liability which may arise on account of such proposed alterations, additions, improvements or construction on an occurrence basis with the minimum limits set forth in Paragraph 28.

(d) Sublessee shall be responsible for taking appropriate and timely measures to prevent the growth of mold and mildew within the Demised Premises, including but not limited to (1) preventing moisture accumulation in the Demised Premises by Sublessee's personal equipment, including on windows, walls and other surfaces; (2) promptly reporting any malfunction of the heating or air conditioning system in the Demised Premises; (3) Sublessee will not obstruct the heating and air conditioning system from performing as designed; (4) promptly reporting any water intrusion or accumulation or other moisture accumulation in or about the Demised Premises; and (5) promptly reporting any visible mold in the Demised Premises. Except for matters arising from the negligence or willful acts of Sublessor, and its employees, agents, contractor, invitees or licensees, Sublessee shall indemnify Sublessor and hold Sublessor harmless from and against any and all losses, liabilities, including strict liability, obligations, damages, injuries, costs, expenses, including reasonable attorneys' fees, costs of settlement or judgments and claims of any kind whatsoever paid, incurred or suffered by, or asserted against Sublessor by any person, entity, or governmental agency for, with respect to, or as a direct or indirect result of the presence of mold or mildew in the Demised Premises or any adjacent portions of the Building as a result of the acts or omissions of Sublessee.

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

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

27. **INDEMNITY:**

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

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

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

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

(e) Sublessor shall not be responsible or liable for any defect, latent or otherwise, in any building in the Building or any of the equipment, machinery, utilities, appliances or apparatus therein, nor shall it be responsible or liable for any injury, loss or damage to any person or to any property of Sublessee, or other person, caused by or resulting from bursting, breakage or from the leakage of steam, snow or ice, or the running, backing up, seepage, or overflow of water or sewage, in any part of said Demised

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

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

28. INSURANCE REQUIRED OF SUBLESSEE:

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

(i) Liability Insurance. Sublessee agrees during the term hereof to carry public liability insurance covering the Demised Premises in an amount of \$2,000,000.00 for injury or death to any one person and \$2,000,000.00 for injury and/or death to any number of persons in any one accident and property damage insurance in an amount of \$2,000,000.00 or \$2,000,000.00 combined single limit coverage in companies satisfactory to Sublessor in the joint name of Sublessor and Sublessee and to pay the premiums therefor. Sublessee also shall keep in force as set forth herein, fire and extended coverage insurance for the full replacement value of Sublessee's property, including, but not limited to Sublessee's betterments and improvements, Sublessee's inventory, trade fixtures, furnishings and other personal property whether or not removable by Sublessee in an amount sufficient to cover the full replacement cost. In addition, Sublessee shall keep in force workman's compensation or similar insurance to the extent required by law. Sublessee shall deliver said policies or certificates thereof to Sublessor within ten (10) days of the Rental Commencement Date. Should Sublessee fail to obtain the insurance called for herein, or to pay the premiums thereof or to deliver said policies, certificates or duplicates thereof to Sublessor, Sublessor may, at its sole option, procure said insurance and pay the requisite premiums therefor, in which event, Sublessee shall pay all sums so expended by Sublessor, to Sublessor, as additional rent along with the first installment of minimum rent due following invoice from Sublessor. Each insurer under the policies required hereunder shall agree by endorsement on the policy issued by it or by independent instrument furnished to Sublessor that it will give Sublessor thirty (30) days prior notice before the policy or policies in question shall be altered or canceled. Sublessee agrees to give Sublessor and any Lender holding a security interest in the Building written notice of any default by Sublessor hereunder and a reasonable period (but in no event less than thirty (30) days) in which to cure such default. Sublessee agrees that no amendment or cancellation of this Lease shall be binding upon any such Lender without the written approval of such Lender. Sublessee agrees that no such Lender shall be responsible for any liability of Sublessor to Sublessee for any actions arising or occurring prior to such Lender's acquisition of title to the Building.

(ii) Plate Glass. Sublessee shall replace, at its sole cost and expense, any and all plate and other glass damaged or broken from any cause whatsoever in and about the Demised Premises. Sublessee shall procure and maintain, at its own expense, insurance covering all plate and other glass in the Demised Premises for and in the name of Sublessor. Sublessee shall deliver certificates of such insurance to Sublessor in accordance with Paragraph 28 (a)(i.) hereof.

29. INSURANCE REQUIRED OF SUBLESSOR: At all times during the term of the Lease, Sublessor shall maintain in effect, with a responsible insurance company or companies, policies of insurance covering the building of which the Demised Premises constitute a part, providing protection to the extent of not less than eighty percent (80%) of the insurable value of said building against all casualties included under standard insurance industry practices within the classification "Fire and Extended Coverage, Vandalism and Malicious Mischief". Nothing in this Paragraph 29 shall prevent the taking out of policies of blanket insurance, which may cover real and/or personal property and improvements in addition to the buildings of which the Demised Premises constitute a part; provided, however, that in all other respects each such policy shall comply with this Paragraph 29.

30. WAIVER: Anything in this Lease to the contrary notwithstanding, Sublessor releases, and waives unto Sublessee (including all partners, members, managers, stockholders, officers, directors, employees, and agents thereof), its successors and assigns, and Sublessee releases and waives unto Sublessor (including all partners, members, managers, stockholders, officers, directors, employees and agents thereof), its successors and assigns, all rights to claim damages for any injury, loss, cost, or damage to persons, personal property or to the Demised Premises or any portion of the Building which is occasioned by fire, explosion, accident, occurrence or condition in, on or about the Demised Premises or any portion of the Building or any other casualty, as long as the amount of such injury, loss, cost or damage has been paid either to Sublessor, Sublessee, or any other person, firm, or corporation, under the terms of any fire, extended coverage, public liability or other policy of insurance, to the extent such releases or waivers are permitted under applicable law (or would have been paid had such insurance as required by this Lease been in place). All policies of insurance carried or maintained pursuant to this Lease shall contain or be endorsed to contain a provision whereby the insurer waives all rights of subrogation against either Sublessee or Sublessor, as the case may be, provided such a provision shall be obtainable. If insurance policies which such waiver of subrogation provision shall not be obtainable, then the provisions relating to waiver of subrogation as contained in this Section 30 shall have no effect during such time as insurance policies with a waiver of subrogation shall not be obtainable. If any provision relating to a waiver of subrogation as set forth in this Section 30 shall contravene any present or future law with respect to exculpatory agreements, the liability of the party affected shall be deemed not released, but shall be secondary to the other's insurer.

31. INCREASE IN INSURANCE PREMIUMS: Sublessee shall not stock, use or sell any article or do anything in or about the Demised Premises which may be prohibited by Sublessor's insurance policies or any endorsements or forms attached thereto, or which will increase any insurance rates and premiums on the Demised Premises, the building of which they are a part and all other buildings in the Building. Sublessee shall pay on demand any increase in premiums for Sublessor's insurance that may be charged on such insurance carried by Sublessor resulting from Sublessee's use and occupancy of the Demised Premises or the Building whether or not Sublessor has consented to the same. If due to the (a) occupancy, or (b) abandonment, or (c) Sublessee's failure to occupy the Demised Premises as herein provided, any insurance shall be canceled by the insurance carrier or if the premiums for any such insurance shall be increased, then in any of such events, Sublessee shall indemnify and hold Sublessor harmless and shall pay on demand the increased amount of such insurance. Sublessee also shall pay in any such events any increase premium on the rent insurance that may be carried by Sublessor for its protection against loss through fire and casualty. If Sublessee operates a bar or restaurant, or sells alcoholic beverages, Sublessor shall require Sublessee to obtain "dram shop" or similar insurance, as required by Paragraph 59

which the Demised Premises are a part, whether the Demised Premises are damaged or not, or all of the buildings which then comprise the Building should be damaged to the extent of fifty percent (50%) or more of the then monetary value thereof, or (e) if any or all of the buildings or common areas of the Building are damaged, whether or not the Demised Premises are damaged, to such an extent that the Building cannot, in the sole judgment of Sublessor, be operated as an integral unit, Sublessor may either elect to repair the damage, whereupon the minimum rent shall be abated proportionately as to that portion of the Demised Premises rendered untenable during the period of such damage, repair or restoration or may cancel this Lease by notice of cancellation within one hundred eighty (180) days after such event and thereupon this Lease shall expire, and Sublessee shall vacate and surrender the Demised Premises to Sublessor. Sublessee's liability for rent upon the termination of this Lease shall cease as of the day following the event or damage. In the event Sublessor elects to repair the damage insurable under Sublessor's policies, any abatement of rent shall end five (5) days after notice by Sublessor to Sublessee that the Demised Premises have been repaired. Nothing in this paragraph shall be construed to abate percentage rent, but the computation of such rent shall be based upon the revised minimum rent as the same may be abated. If the damage is caused by the negligence of Sublessee or its employees, agents, invitees, or concessionaires, there shall be no abatement of rent. Unless this Lease is terminated by Sublessor, Sublessee shall repair and refixture the interior of the Demised Premises in a manner and, to at least a condition, equal to that existing prior to its destruction or casualty and the proceeds of all insurance carried by Sublessee on its property and improvements shall be held in trust by Sublessee for the purpose of said repair and replacement. Sublessee shall re-open the Demised Premises within thirty (30) days after notice that the Demised Premises are ready for re-occupancy.

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

33. CONDEMNATION:

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

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

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

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

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

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

34. DEFAULT:

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

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

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

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

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

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

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

(b) Notice and Cure. In the event Sublessee fails to fully satisfy or remedy any monetary default set forth above within ten (10) days after serving of notice of such default by Sublessor, or a non-monetary default within thirty (30) days after serving notice of such default by Sublessor [provided, however, that Sublessor shall not be obligated to provide such thirty (30) day notice and cure period before declaring a default in the event that Sublessee does not open for business in the Demised Premises within the time period set forth in subsection 34(a) (ix), above, or if Sublessee violates any provision of Section 18 of the Lease entitled "Use of Premises"], Sublessor shall be entitled, without limiting any other remedies available at law or in equity, to pursue any and all remedies set forth in Section 34 (c) below. Notwithstanding the foregoing, Sublessor's obligation to notify Sublessee of a monetary default hereunder and to afford Sublessee an opportunity to cure monetary defaults shall apply only to one (1) such default per calendar year. Thereafter, Sublessor, in the event of a monetary default by Sublessee, shall be entitled to exercise any or all of Sublessor's remedies available in the event of a monetary default hereunder without any obligation to notify Sublessee of such default or afford Sublessee an opportunity to cure such default.

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

(i) To cancel and terminate this Lease and all interests of the Sublessee hereunder by automatic cancellation and termination either pursuant to Section 34(b) above or by giving notice of such cancellation and termination. In the event of either such cancellation and termination, such cancellation and termination shall be final thirty (30) days after the effective date of such cancellation and termination of the Lease. Upon the expiration of the thirty (30) day period, Sublessee shall have no further rights under this Lease (but such cancellation shall not serve to release or discharge the damages Sublessee owes to Sublessor); and/or

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

(iii) To relet the Demised Premises or any part thereof for any term, with or without terminating the Lease, and at such rentals and on such other terms as Sublessor may elect including the right to grant free rent, and to alter and repair the Demised Premises as Sublessor deems necessary. Should Sublessor relet the Demised Premises, Sublessee shall pay all expenses of reletting including, the cost of recovering the Demised Premises, the costs of tenant improvements (including tenant improvement allowances), all rents and charges then owing under the Lease, brokers' or finders' fees, attorneys' fees associated with the reletting and attorneys' fees associated with the action to recover sums owed by Sublessee as provided in Section 34(e) below. Sublessor shall apply the rent received from reletting in the following order: (A) first, to the payment of any indebtedness other than rent due or the costs and expenses of reletting hereunder; (B) second, to the payment of any cost and expense of such reletting, including brokerage fees and attorneys' fees, and costs of any alterations and/or repairs (including tenant improvement allowances); (C) third, to the payment of rent, due and payable hereunder; and (D) fourth, the residue, if any, shall be held by Sublessor and applied in payment of future rent as the same may become due and payable hereunder. If such rent received from reletting the Demised Premises during any month is less than that to be paid by Sublessee hereunder, Sublessee shall pay any deficiency to Sublessor. Such deficiency shall be calculated and paid monthly; and/or

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

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

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

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

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

35. **BANKRUPTCY:** Notwithstanding any notice and cure rights granted to Sublessee in Paragraph 34(b), if Sublessee shall file any debtor proceedings, or take or have taken against Sublessee in any court a petition in bankruptcy or insolvency, or for reorganization, the same shall constitute an event of default hereunder and this Lease shall automatically terminate thereupon, and Sublessee shall immediately vacate and surrender the Demised Premises to Sublessor, and Sublessor shall be entitled to exercise all rights and remedies provided to it at law and equity in addition to those set forth in Paragraph 34 hereof, which remedies shall be cumulative.

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

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

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

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

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

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

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

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

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

41. **END OF TERM:** Upon termination of this Lease, Sublessee shall surrender the Demised Premises to Sublessor, at the

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

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

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

45. **RECORDING:** Sublessee shall not record this Lease or a memorandum thereof.

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

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

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

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

50. **ENTIRE AGREEMENT, ETC.:** This Lease and the Exhibits, Riders and/or Addenda, if any, attached, set forth the entire agreement between the parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Lease shall be binding upon Sublessor or Sublessee unless reduced to writing and signed. If any provisions contained in a Rider or Addenda is inconsistent with the printing provision of this Lease, the provision contained in said Rider or Addenda shall supersede said printed provision. It is herewith agreed that this Lease contains no restrictive covenants or exclusions in favor of

conditions of this Lease to be observed and/or performed by Sublessor, and no other assets of the Sublessor shall be subject to levy, execution or other procedures for the satisfaction of Sublessee's remedies. In the event Sublessor transfers this Lease, except as collateral security for a loan, upon such transfer, Sublessor will be released from all liability and obligations hereunder, provided that the transferee assumes the obligations hereunder.

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

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

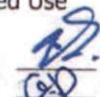
54. **ATTORNEY-IN-FACT:** Sublessee, upon request of any party in interest, shall execute promptly such instrument or certificates to carry out the intent of Paragraphs 37, 48 and 52 above as shall be requested by the Sublessor. Sublessee hereby irrevocably appoints Sublessor as attorney-in-fact for Sublessee with full power and authority to execute and deliver in the name of Sublessee any such instruments or certificates and said power shall be coupled with an interest in irrevocable. If five (5) days after the date of a written request by Sublessor to execute such instruments Sublessee shall not have executed the same, Sublessor may, at its option and without limiting its other remedies, cancel this Lease without incurring any liability on account thereof, and the term hereby granted is expressly limited accordingly.

55. **MERCHANT'S ASSOCIATION:** Sublessee will become a member of, participate fully in, and remain in good standing in an association of merchants composed primarily of tenants in the Building, herein referred to as the Merchant's Association, and agree to abide by the regulations of such Association, as soon as the Association is formed. The objects of such Association shall encourage its members to deal fairly and courteously with their customers, to follow ethical business practices, to assist the business of the tenants by sales promotions and center-wide advertising, and in particular, to promote the interests of members of the Association.

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

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

- | | |
|---|---|
| ▪ Rider | • Exhibit "B", Sublessor's Improvements |
| ▪ Hazardous Waste Agreement and Indemnity | • Exhibit "C", Rules and Regulations |
| ▪ Exhibit "A", Legal Description/Plat | • Exhibit "D", Sign Criteria |
| ▪ Exhibit "A-1" Demised Premises | • Exhibit "E", Guaranty |
| | • Exhibit "F", Prohibited Use |

 - Sublessor
 - Sublessee

58. **TRANSFER OF SUBLESSEES:** Sublessor hereby reserves the right, at its sole option and upon giving at least thirty (30) calendar days advance written notice to Sublessee, to transfer and remove Sublessee from the Demised Premises at any time prior to or after occupancy of the Demised Premises to any other available space in the Building of substantially equal area. Sublessor hereby agrees to bear the expense of such transfer and removal, as well as the expense of any renovations or alterations which are necessary to make the new space conform substantially in layout and appointment with the Demised Premises. If Sublessor moves Sublessee to such new space, every term and condition of this Lease shall remain in full force and effect, except the minimum rent, which shall be adjusted pro rata to reflect any change in the square footage of the "New Demised Premises" as though Sublessee had entered into an express written amendment of this Lease with respect thereto. Failure of Sublessee to cooperate with Sublessor pursuant to this provision and to remove itself from the Demised Premises shall permit Sublessor either: (a) to enter the Demised Premises and to remove Sublessee and its property therefrom by force, if necessary, and to relocate Sublessee and its property in the new space provided by Sublessor pursuant to this provision, all without being liable to Sublessee in any manner whatsoever for such acts except for the expenses which are provided in this Paragraph 58 to be paid by Sublessor, or (b) to cancel or terminate this Lease effective ninety (90) days from the date of original notification by Sublessor.

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

"SUBLESSOR"

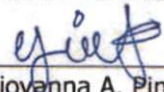
Lofts at Spring Street, LLC

BY:  _____

Travis B. Griffith, Manager

"SUBLESSEE"

GIOVANNA A. PINA DBA GUITARRAS MEXICAN GRILL SPRING STREET, LLC

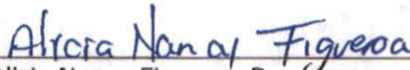
BY:  _____

Giovanna A. Pina

"GUARANTOR"

BY:  _____

Luis David Resendiz Barrera

BY:  _____

Alicia Nancy Figueroa Barceñas

RIDER

60. OPTION TO RENEW: Sublessee shall, provided he is not in default under any of the terms and conditions of this Lease at the time of notification or commencement of the option, have the option to renew this Lease for three (3) additional five (5) year periods, subject to all of the other terms, covenants and conditions as set forth below:

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

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

(c) The "Renewal Rate" under the "Option Period" is as follows:

1 st Option Period: Years 6-10	Three percent (3%) increase over the previous term with 3% annual increases in each year of the renewal term.
2 nd Option Period: Years 11-15	Three percent (3%) increase over the previous term with 3% annual increases in each year of the renewal term.
3 rd Option Period: Years 16-20	Three percent (3%) increase over the previous term with 3% annual increases in each year of the renewal term.

61. SIGNAGE: With Sublessor's prior written approval required:

1. Sublessee shall comply with the Sign Criteria for Lofts at Navicent and shall submit signage requests to Sublessor for approval which shall not be unreasonably withheld.

2. Sublessee, at Sublessee's sole cost and expense, shall have the right to install the maximum signage allowable on Sublessee's Premises. Sublessee shall comply with Sublessor's and City/County signage requirements for the center.

62. ADVANCE RENT: Upon Lease execution, Sublessee will provide advance rent in the amount of **five thousand eight hundred two dollars and six cents (\$5802.06)**.

63. USE OF DEMISED PREMISES

(a) The Demised Premises shall only be used for a Permitted Use. For purposes of this Lease, a "Permitted Use" means Sublessee shall use the Demised Premises only for the purpose of conducting the business of offering **Mexican cuisine and alcoholic beverages** and for no other purpose without Sublessor's prior written consent. Sublessee shall not use or permit or suffer the use of the Demised Premises for any other business or purpose. The parties acknowledge and agree that this use clause is a central point in the bargain of the parties and that the parties agree that actual and substantial detriment will result to both the Sublessor and other merchants in the event a deviation in use or a cessation of use should occur. Sublessee acknowledges and agrees that Sublessor has given Sublessee no exclusive right to sell or market the foregoing in the Building. Sublessee shall operate its business in the Demised Premises under the name **"Guitarras Mexican Grill"** and shall not change its trade name without the prior written consent of Sublessor.

(b) Sublessee shall not do or permit anything to be done in or about the Demised Premises that will obstruct or interfere with the rights of other Sublessees or occupants of the building or Building or injure or annoy them. Sublessee shall not use or allow the Demised Premises to be used for any improper, immoral, unlawful, objectionable, or offensive purpose. Lessee shall not cause or permit any nuisance in, on, or about the Demised Premises. Sublessee shall not use or permit the Demised Premises, or any portion thereof, to be used as living quarters, sleeping quarters, or lodging. Sublessee shall comply with all traffic control, directional control and parking requirements imposed by Sublessor. In the event Lessee sells or provides both food and alcoholic beverages of any kind whatsoever, Sublessee's percentage of total gross revenue received from the sale of alcoholic beverages shall not exceed _____ percent (____%) of its total gross revenue.

(c) The use of the pedestrian bridge referenced in the Ground Lease shall be limited to pedestrian ingress and egress between the parking deck located on Parcel A and for pedestrian access to the Medical Center referenced in the Ground Lease and the Demised Premises.

(d) Without limitation of the foregoing, Sublessee shall not (1) use the Demised Premises for any illegal purpose, nor for any purpose inimical to the health, safety and welfare of the public, or any Prohibited Use (as defined on Exhibit "F" attached hereto) or (2) commit, or suffer to be committed, any waste in or on the Demised Premises, nor shall it create or permit any nuisance in or on the Demised Premises.

(e) Intentionally Deleted

(f) In the event of any inconsistencies between the terms and provisions of this Paragraph 63 and Paragraph 18 as set forth in the foregoing Lease, the terms and provisions of this Paragraph 63 shall prevail.

65. MASTER LEASE:

(a) Pursuant to that certain Ground Lease (Lofts at Spring Street), dated September 28, 2015, between The Medical Center of Georgia, Inc. (the "Ground Lessor"), as "Lessor", and Sublessor, as "Lessee". Ground Lessor leased to Sublessor certain land and appurtenances thereto located at the intersection of Spring Street and Rose Park in Macon, Bibb County, Georgia. This Lease is, and Sublessee accepts this Lease, subject and subordinate to all of the terms, covenants, provisions, conditions and agreements contained in the Ground Lease and the matters to which the Ground Lease are subject and subordinate.

(b) Sublessee covenants and agrees to be bound by all the terms, conditions, rules, covenants, regulations and agreements contained in the Ground Lease and to do no act nor permit any act to be done which would violate any of the provisions of the Ground Lease; and in case of such breach thereof by Sublessee, Sublessor shall have all the rights against the Sublessee as would be available to Ground Lessor against the Sublessor under the Ground Lease if such a breach were by the Sublessor as Lessee thereunder. This Lease is also, and Sublessee accepts this Lease, subject to any amendments to the Ground Lease hereafter made between Ground Lessor and the Sublessor; provided that Sublessor shall not execute any amendment to the Ground Lease without the consent of Sublessee which (a) prevents or adversely affects the use by Sublessee of the Demised Premises in accordance with the terms hereof; (b) increases the obligations of Sublessee or decreases its rights hereunder; or (c) shortens the term hereof or increases the rent required to be paid by Sublessee. To the extent that the Ground Lease may conflict or be inconsistent is expressly noted herein, the provisions of this Lease shall prevail.

(c) Sublessee covenants and agrees that Sublessee will not do anything in or with respect to the Demised Premises, or omit to do anything which Sublessee is obliged to do under the terms of this Lease, which would constitute a default under the Ground Lease or would cause the Ground Lease or the rights of Sublessor as "Lessee" under the Ground Lease to be canceled, terminated or forfeited or would make Sublessor liable for any damages, claims or penalties. Sublessee covenants and agrees to indemnify Sublessor against and hold Sublessor harmless from any liability, loss, damage, suits, penalties, claims and demands of every kind and nature (including, without limitation, reasonable attorney's fees) arising out of, by reason of or resulting from Sublessee's failure to comply with all the terms and provisions of the Ground Lease or this Paragraph 65.

(d) If for any reason the term of the Ground Lease shall have terminated prior to the stated expiration date of this Lease, this Lease shall thereupon be terminated and Sublessor shall not be liable to Sublessee by reason thereof; provided, however, that if the Ground Lease terminates as a result of a default or breach by Sublessor or Sublessee under this Lease and/or the Ground Lease, then the defaulting party shall be liable to the non-defaulting party for any damages suffered as a result of such termination.

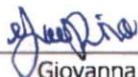
(e) Sublessee will not assign this Lease, or sublet or permit all or part of the Demised Premises to be used by others without the prior written consent of Ground Lessor if, and to the extent that, such consent must be obtained in accordance with the provisions of the Ground Lease.

(f) Sublessor represents and warrants that, to the best of its knowledge, the Ground Lease is in full force and effect and that, to the best of its knowledge, no material defaults are now existing on the part of Sublessor thereunder.

66. HAZARDOUS WASTE AGREEMENT AND INDEMNITY: Without limiting any other provision of the Lease, Sublessee agrees to comply in all respects with all Federal, State, and Local laws, ordinances, rules and regulations relating to the storage, transport, use or disposal of medical waste, toxic and/or hazardous substances, including specifically, without limitation, the Super Fund Amendments and Reauthorization Act of 1986, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Hazardous Waste Management System, and the Occupational Safety and Health Act of 1970. Any and all hazardous medical wastes, materials and matter commonly used in the health care industry shall be generated, dealt with, handled, stored, and disposed of by Sublessee, at Sublessee's sole cost and expense, in conformity with said Federal, State, and local laws and regulations and in conformity with generally accepted health and safety standards, and shall not be disposed of in any respect in any area of the Demised Premises. Sublessee agrees to indemnify and hold Sublessor harmless from and against any and all claims, losses, costs, damages, liabilities, civil fines and penalties, criminal fines and penalties, expenses (including attorneys' fees), clean-up costs, violation of any generally accepted health and safety standards or other injury resulting from or arising out of Sublessee's (including Sublessee's employees, constructors and agents) failure to comply with the foregoing sentence. Sublessee agrees to post and keep posted in a prominent location of the working area of the Demised Premises any memorandum or bulletin from Sublessor concerning hazardous substances. The foregoing indemnity shall survive the termination of the Lease and shall continue until the applicable statute of limitations runs.

Giovanna A. Pina has executed this Addendum for the purpose of personally guaranteeing the obligations of Sublessee under the foregoing Hazardous Waste and Indemnity Agreement.

By:



Giovanna A. Pina

EXHIBIT "A" (Page 1)
LEGAL DESCRIPTION / PLAT OF THE PROPERTY

Tract A

All that tract or parcel of land situate, lying and being in Macon, Bibb County, Georgia, and in Square 81 of the Old City, containing 1.28 acres, more or less, and more particularly described as "Tract A" on that certain Boundary Survey prepared for Sierra Development and the Medical Center of Central Georgia by Carl B. Levi, Registered Land Surveyor, GRLS No. 2744, dated March 3, 2014, last revised on March 15, 2016, and recorded in Plat Book 94, Page 18, Clerk's Office, Bibb Superior Court.

AND

Tract B

All that tract or parcel of land situate, lying and being in Macon, Bibb County, Georgia, and in Square 81 of the Old City, containing 0.71 acres, more or less and more particularly described as "Tract B" on that certain Boundary Survey prepared for Sierra Development and the Medical Center of Central Georgia by Carl B. Levi, Registered Land Surveyor, GRLS No. 2744, dated March 3, 2014, last revised on March 15, 2016, and recorded in Plat Book 94, Page 18, Clerk's Office, Bibb Superior Court.

LESS AND EXCEPT, that portion of Tract B containing improvements depicted as a "Parking Garage" as shown on the aforementioned survey.

TRACT A and TRACT B are more particularly described as follows:

BEGINNING at a 1/2" rebar and cap found at the intersection of Orange Street and Rose Park. Said Point is the Point of Beginning; Thence along the easterly right-of-way of Orange Street, N15°14'58"E, a distance of 82.22' to a point on said right-of-way and the intersection of the parking garage wall, as extended to said right-of-way; Thence leaving said right-of-way, S74°28'03"E and along the face of the parking garage wall, a distance of 38.51' to a corner of the parking garage; Thence along the face of the parking garage, N15°28'59"E, a distance of 13.91' to a corner of the parking garage; Thence along the face of the parking garage, S73°46'49"E, a distance of 119.34' to a corner of the parking garage; Thence along the face of the parking garage, N15°24'05"E, a distance of 33.08' to the northerly line of the former public alley; Thence, S72°47'20"E along the northerly line of the former public alley, a distance of 271.61' to a 1/2" rebar set on the northwesterly right-of-way of Spring Street; Thence along the said right-of-way, S33°12'16"W, a total distance of 245.18' to the northerly right-of-way of Rose Park; Thence along the right-of-way of Rose Park N56°40'12"W, a distance of 224.05' to a 1/2" rebar set; Thence continuing along the said right-of-way, N56°39'47"W, a total distance of 148.19' to the Point of Beginning.

SAID PARCEL CONTAINS 68,079 SQ. FT OR 1.56 ACRES.

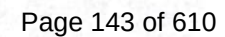


EXHIBIT "A-1"
THE DEMISED PREMISES

Suite 105 – 2509 sf

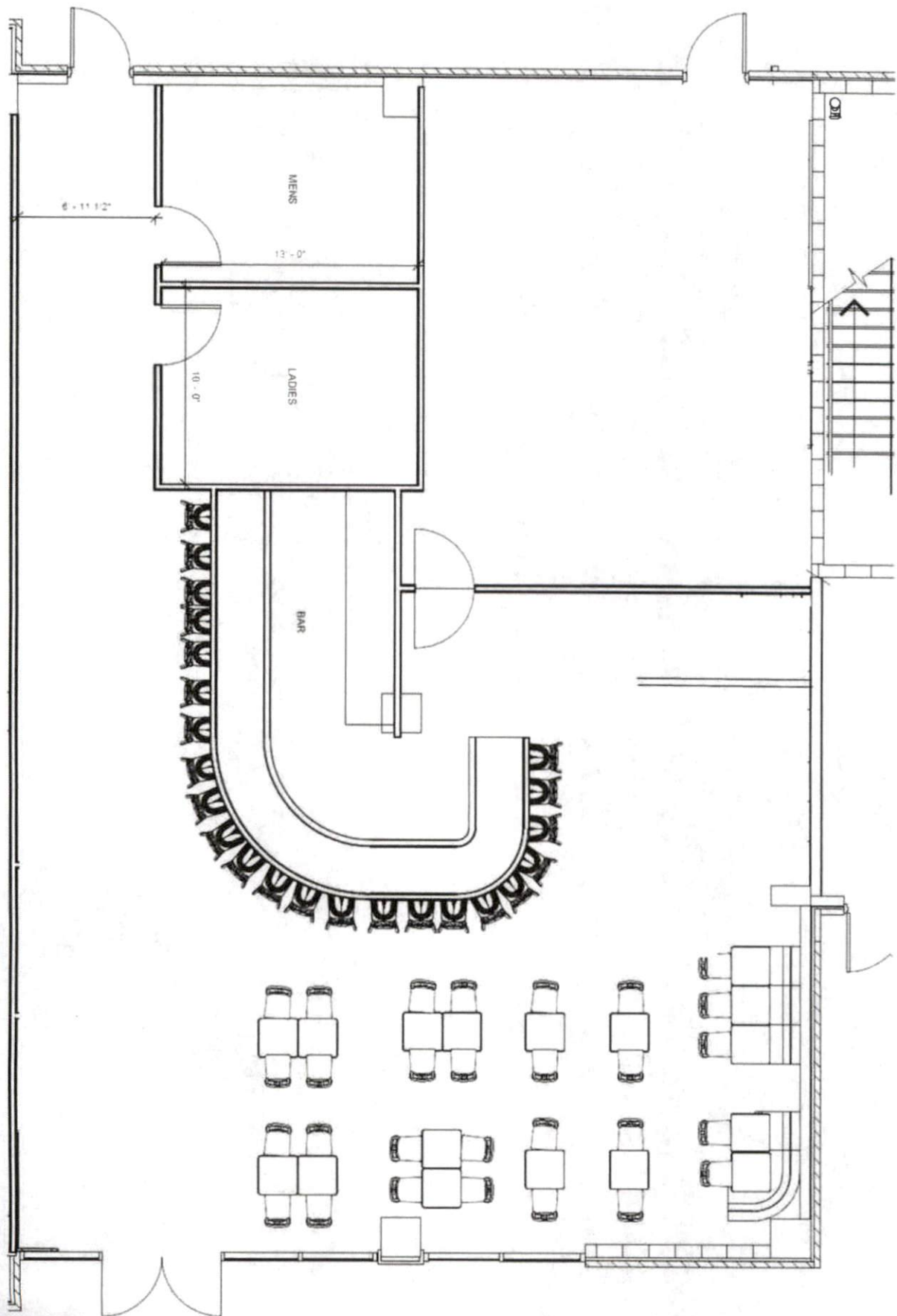


EXHIBIT "B"
SUBLESSOR'S IMPROVEMENTS

None. Sublessee accepting the Premises "As Is Where Is".

EXHIBIT "C"
RULES AND REGULATIONS

Sublessee agrees as follows:

(1) All deliveries or shipments of any kind to and from the Demised Premises, including loading of goods, shall be made only by way of the rear of the Demised Premises or at any other location designated by Sublessor, and only at such time designated for such purpose by Sublessor.

(2) Garbage and refuse shall be kept in the kind of container specified by Sublessor and shall be placed at the location within the Demised Premises designated by Sublessor, for collection at the times specified by Sublessor. The cost of removal of garbage and refuse, as well as insect (excluding termites), rodent and pest control, shall be included in the Sublessee's common area maintenance charge as set forth in Paragraph 12 of the Lease.

(3) No radio, television, phonograph or other similar devices, shall be played so as to be heard or seen outside of the Demised Premises, or so as to be heard in adjoining tenant spaces. No radio, television, phonograph or other similar devices shall be mounted or played outside the Demised Premises. No excessive noise of any kind shall emanate from the Demised Premises. Sublessee shall not mount any kind of exterior aerial outside of the Demised Premises. Any business in the Demised Premises shall be operated so that no odors or smells, offensive or otherwise, shall permeate or pass to any adjoining space or spaces. No living, sleeping, criminal or immoral act shall be permitted on the Demised Premises.

(4) Sublessee shall keep the Demised Premises at a temperature sufficiently high to prevent freezing of water pipes and fixtures.

(5) The outside area immediately adjoining the Demised Premises shall be kept clean and free from snow, ice, dirt and rubbish by Sublessee, and Sublessee shall not place, suffer or permit any obstructions or merchandise in such areas.

(6) Sublessee and its employees shall park their cars only in those portions of the parking area, as designated for that purpose, if any, by Sublessor. If Sublessee or its employees fail to park their cars in designated parking areas, then Sublessor may tow away from the Building any of Sublessee's or its employee's car(s), and/or attach violation stickers or notices to such cars. Sublessee and its employees are not allowed to park their cars within 125 feet from the front of the building.

(7) Plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein.

(8) Sublessee shall not place, suffer or permit displays on the sidewalk in front of Demised Premises or on or upon any of the common area of the Building.

EXHIBIT "D" SIGN CRITERIA

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

Signage Criteria is set forth below:

The following criteria are provided so that all Sublessee signage will have a similar professional appearance. By conforming with the outlined criteria, the Building will have an aesthetically attractive shopping environment and consumer traffic will be maximized.

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

Specifications

All signs shall be individual lighted letters, on raceway. The maximum letter height of the sign shall be 24" with a depth of 5". The sign shall be installed leaving a minimum of two (2) feet on either side from the Sublessees' lease line. All signage shall be centered vertically on the fascia and horizontally on the centerline of the storefront. Raceway shall be 8" x 6" deep. Raceway shall be all aluminum construction. Raceway color shall match as follows:

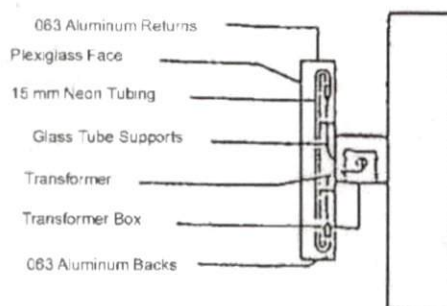
Silver (need manufacturer, color name and color number)

The sides and backs of the letters shall be a minimum of (.063) gauge aluminum with welded returns. All exposed joints shall be ground smooth. All aluminum surfaces shall be primed with zinc chromate primer and finish coated with Acrylic Polyurethane to match fascia. All surface finishes must be satin finish.

Letter surfaces will be flat 3/16" Plexiglas. Letter faces will be wrapped in 1" Jewelite rim caps. Copy shall be no more than 24" in height. Letter styles and logos must be approved by Sublessor prior to fabrication.

Internal illumination shall be provided by 15mm. Double stroke neon. All signs must be U.L. approved, with U.L. label affixed to raceway.

All signage will be mounted to the fascia with concealed fasteners. Raceway will be mounted to 8" "C" channel, no through bolting of signs through parapet wall will be permitted. A Junction Box will be supplied to each Sublessee space by Sublessor. All final hook-ups are the responsibility of the Sublessee.



Further, 1) all signs shall contain only the store name. There shall be no listing of merchandise or service, and no slogans; 2) there shall be no roof mounted signs, portable trailer signs, or banner signs attached to the canopy; and 3) there shall be no going out of business sale, fire sale, liquidation sale, moving sale, retirement sale, close-out sale or similar signs.

EXHIBIT "E" GUARANTY

FOR AND IN CONSIDERATION of the sums of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid or delivered to the undersigned **Giovanna A. Pina, Luis David Resendiz Barrera, and Alicia Nancy Figueroa Barcenas** (herein jointly and severally referred to as the "Guarantor") and for the purpose of inducing **Lofts at Spring Street, LLC** (hereinafter referred to as the "Sublessor") to execute and deliver that certain lease (herein referred to as the "Lease") between Sublessor and **Giovanna A. Pina dba Margaritas Mexican Grill Spring Street, LLC** (herein referred to as the "Sublessee") dated October 1, 2023, the Guarantor does hereby unconditionally guarantee to the Sublessor, its successors and assigns, the full and prompt payment and performance of each and all of the terms and provisions under the Lease required to be paid or performed by the Sublessee. In the event the Sublessee fails to make any payment under the Lease, as and when due and in accordance with the terms of the Lease, the Guarantor shall, on demand, immediately make such payment to the Sublessor. The Guarantor further agrees to pay to the Sublessor all expenses (including reasonable attorneys' fees) paid or incurred by the Sublessor in collecting any sum guaranteed hereunder (or any portion thereof), to enforce the obligations of the Sublessee guaranteed hereunder or to enforce this Guaranty.

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

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

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

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

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

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

TO THE SUBLESSOR:

Lofts at Spring Street, LLC
401 Cherry St, Suite 600
Macon, GA 31201

TO THE GUARANTORS:

Giovanna A. Pina
509 Candlewick Ct
Macon, GA 31220

Luis David Resendiz Barrera
167 Brookfield Dr.
Macon, GA 31210

Alicia Nancy Figueroa Barcenas
167 Brookfield Dr.
Macon, GA 31210

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

IN WITNESS WHEREOF, the Guarantor has hereunto caused this agreement to be executed under seal by the persons and/or entities set forth below, and the Guarantor warrant to the Sublessor that these persons executing this

EXHIBIT "F"
PROHIBITED USE

Sublessee shall not use the Demised Premises for any of the following uses (a "Prohibited Use"), unless otherwise approved by Sublessor in writing in Sublessor's sole and absolute discretion:

(a) Any so-called "adult" or "XXX" business including, without limitation, any store featuring or specializing in pornography, sexual books or sexual literature, sex toys, sexual paraphernalia or sexual-oriented clothing, excluding sales of mass market magazines, books and other products commonly sold in general interest book stores, grocery stores, convenience stores and drug stores, and which are included in other permitted retail sales.

(b) Any so-called "head shop" or similar business including without limitation any store featuring or specializing in illegal or recreational drugs, books or literature oriented towards illegal or recreational drugs or the use of such drugs, paraphernalia or clothing associated with illegal or recreational drugs, excluding sales of mass market magazines, books and other products commonly sold in general interest book stores, grocery stores, convenience stores and drug stores, and which are included in other permitted retail sales.

(c) Any business or use oriented toward, specializing in, promoting or selling (1) firearms or other weapons, (2) any military cause or militia or paramilitary or similar organization or activity, (3) any so-called "cult," whether or not religious in nature, excluding sales of mass market magazines, books and other products commonly sold in general interest book stores, grocery stores, convenience stores and drug stores, and which are included in other permitted retail sales.

(d) Any business offering packaged liquor, wine or beer for off premises consumption.

(e) Any cigar or cigarette or tobacco-oriented business, and any other business offering tobacco products for sale or use.

(f) Any "second hand" store, resale shop or "surplus" store.

(g) Any fire or bankruptcy sale or auction house operation.

(h) Any pet store or any store that involves in a material way the presence on the premises of any animals, insects or fish (the presence of seeing eye dogs for visually impaired employees, licensees, customers or patients shall not be deemed to violate this restriction).

(i) Any massage parlor, "strip" club, tanning salon, modeling studio or similar establishment.

(j) Any bar, nightclub, dance hall or other drinking establishment but restaurants which serve alcohol are permitted.

(k) Any business or use which (a) creates strong, unusual or offensive odors, fumes, dust or vapors, (b) is a public or private nuisance, (c) emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness (other than from medical equipment), (d) creates unusual fire, explosive or other hazards, (e) has flashing lights or signs, strobe lights, search lights or loudspeakers, or (f) has phonographs, radios or video screens within any exterior portion of the Demised Premises.

(l) A bowling alley, billiard parlor or pool hall.

(m) An amusement gallery, video game arcade, so-called "virtual reality" game or amusement establishments or game room.

(n) An off-track betting parlor.

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: efelt Date: 12/29/23

Business Name Guitarras Mexican grill on Spring

I hereby certify that Giovanna Pina (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 29 day of December, 2023
[Signature]
 NOTARY PUBLIC MY COMMISSION EXPIRES June 11, 2024

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: efelt Date: 12/29/23
 (If different from Agent)

Title: owner

Business Name: Guitarras Mexican grill on Spring

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 29 day of December, 2023
[Signature]
 NOTARY PUBLIC MY COMMISSION EXPIRES June 11, 2024

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: Goitarras on Spring LLC

Business Address: 781 Spring Street Macon Ga 31201

Instructions:

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

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

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

Definitions:

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

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


Applicant/Agent Signature

12/29/23
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

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

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

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

Business Name: Guitarras on Spring

Business Address: 781 Spring Street

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

Code Enforcement Department Designee

Date

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


Applicant/Agent Signature

02/29/23
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>.

Giovanna Dina Jelf

Print Name

12/29/23

Date

Signature



Alcohol License Questionnaire

Name of Business: Guitarras Mexican grill on Spring Street
 Owner's Name: Giovanna Pina
 Address: 509 candlewick st 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

Giovanna Pina
 Printed Name of person completing form

[Signature]
 Signature of person completing form

12/29/23
 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: 781 Spring Street Macon GA Guittarras Mexican grill
Business Address: 781 Spring Street Macon GA 31201 on Spring St

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

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


 Applicant/Agent Signature

12/29/23
 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: Giovanna Algandra Pina

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

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.

E. Pina
Print and Sign Name

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

Emma Teresa Nelson
Notary Public

My commission expires: June 11, 2024



Property owner

Macon-Bibb County Certificate of Good Standing

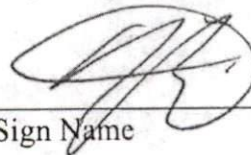
1. Name and Title of the applicant: Giovanna A. Pina dba Guitarras Mexican Grill
 2. Name of the subject of this Certificate, if different from the applicant: Spring Street, LLC
Lofts at Spring Street, LLC
 3. Benefit or privilege for which the applicant is applying (mark one):

☐ 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.

See attached chart

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



Print and Sign Name

Sworn to and subscribed before me this
4th day of December, 2023.

Shirley L. Bledsoe

Notary Public
 My commission expires: 3-16-2024





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

Reviewed By: _____

OFFICE USE ONLY
ALCOHOL APPLICATION

Applicant Name: Giovanna Pina

Fingerprints: No fingerprints required

Business Name: Guitarras Mexican Grill on Spring LLC

Business Address: 781 Spring St, Ste 105, Macon, GA 31201

DocuSigned by:

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

1/23/2024

Granted

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

_____ 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 1/29/2024 (Date)  (Initials)

Comments

After review, legal recommends approval

Initials

 Stephanie Freeman, Administrative Office Specialist



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

ADDED TO THE FEBRUARY 6, 2024
PRE-COMMISSION AGENDA

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.

\$ 4400.00 Alcohol License Fees + \$400 Application Fee = Total \$ 4800.00

+ 100.00
4900.00

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 #: 93-2471002 State Tax ID #: 3583797-KDBusiness Name: HICKMAN'S Corporate and Trade Name: _____Local Business Address: 10351 Zebulon Rd Suite A Mableton GA 31226
(P.O. Box Not Allowed) City State ZipMailing Address: 4351 Zebulon Rd Ste A Mableton GA 31220
(City State Zip)Local Business Phone #: 478 259 0600 Email Address: chefchoice@realfoodcc.infoContact Person: Melissa Pettinato Contact Phone #: 478 719 0030**AGENT**Agent's Name: Melissa Pettinato Agent's Title: Operating Owner

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

Home Address: 351 Fox Tail Dr City: Mableton State: GA Zip: 31220Home Phone #: 478 719 0030 Email: pettinato.melissa@gmailMailing Address: 351 Fox Tail Dr City: Mableton State: GA Zip: 31220**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

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>Melissa Ann Pettinato</u>			
Home Address: <u>351 Fox Tail Dr Macon GA 31220</u>			
Sex	Race	Date of Birth	Social Security Number
<u>F</u>	<u>W</u>		



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



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

Melissa Pettinato
Signature

10/30/2023
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

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>Matthew Joshua Hickman</u>			
Home Address: <u>1024 Clifton Dr Macon GA 31204</u>			
Sex	Race	Date of Birth	Social Security Number
<u>M</u>	<u>W</u>		

☒

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

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

[Signature]

Signature

12/20/2023

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

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>Terrell Michael Landry</u>			
Home Address: <u>834 S Plantation Pkwy Macon GA 31220</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, Terrell M Landry, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.

Terrell Michael Landry
Signature

12-27-23
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: Hickman's

Printed Name of Applicant: Melissa Pettinato

*Signature of Applicant: [Signature]

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 27 DAY OF December, 2023

Jasmine Barnes
 NOTARY PUBLIC

03.11.2025
 MY COMMISSION EXPIRES



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

By executing this affidavit under oath, as an 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.**

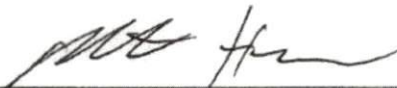
Please check only one option above and submit the required documents with your application.
Please note that the failure to do so will result in a processing delay.

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: Hickman's

Printed Name of Applicant: Matthew Hickman

*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 27 DAY OF December, 2023

Jasmine Barnes
NOTARY PUBLIC

03.11.2025
MY COMMISSION EXPIRES



Rev. 7/2021

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) X 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: Hickman's LLC

Printed Name of Applicant: Terrell M Landry

*Signature of Applicant: Terrell M Landry

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 22 DAY OF December, 2023

NOTARY PUBLIC

John Michael Theus

MY COMMISSION EXPIRES

1/24/26

JOHN MICHAEL THEUS
 NOTARY PUBLIC
 Bibb County
 State of Georgia
 My Comm. Expires Jan. 24, 2026

Rev. 7/2021

MEASUREMENT FORM

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

APPLICANT: MELISSA PETTINATO
PROPOSED LICENSE: BEER, WINE, AND LIQUOR CONSUMED ON PREMISES
BUSINESS LOCATION: 6351 ZEBULON RD. STE. A
BUSINESS NAME: HICKMAN'S

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: F. Charles Brooks

F. Charles Brooks - Macon-Bibb County Engineer

Date: 10-30-2023

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.

Hickman's

#6351 Zebulan Road

27,200' - ALCOHOLIC TREATMENT CENTER property line

River Edge - Fulton Mill Road

25,300' - MHA housing unit property line

Martin Place

OK!

Paul J. Hainowski
October 23, 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
132299	469102	Print Legal Ad-IPL01403990 - IPL0140399		\$46.36	1	28 L

Attention: Susan Farmer

Hickman's
199 Cedar Point Rd NW
Milledgeville, GA 31061

mhickman998@icloud.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE RE-
QUEST FOR 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 September 28, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Hickman's, 6351 Zebulon Rd. Ste A 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 September 21, 2023. Matthew Hickman, Applicant
IPL0140399
Sep 21, 28 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:

09/21/23, 09/28/23

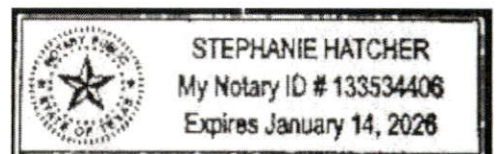
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Semons

Sworn to and subscribed before me this 28th day of September 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-2023-1833	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 09/14/2023
ISSUED TO NAME:	Melissa Pettinato	
	Hickman's	
PROPERTY OWNER'S NAME:	PAL ZEBULON LLC	
PROPOSED USE:	New Business Application	
	Restaurant w/ alcohol COP; new uncovered patio 24 ft x 16 ft	
ADDRESS OF PROPOSED USE:	6351 ZEBULON RD	
	Suite A	
NEW CONSTRUCTION:	Yes	
MAP/PARCEL:	I005-0414	ZONING DISTRICT: PDE

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 (Suite A). Approval is granted for construction of an uncovered patio (dimensions 24 ft x 16 ft) in front of existing multi-tenant commercial building. 40 ft setback from public right-of-way must be maintained for all new construction. No outside storage or sales authorized. No signage authorized by this permit; signage shall require a separate zoning permit. Subject to the requirements of the Office of Building and Fire Safety and all other applicable local, state, and federal regulations. Any permit 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, the zoning permit must be displayed on the premises together with the business license. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY 09/14/2024

APPROVED BY: Thomas Neaves

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 : 23154391

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF EXISTENCE

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

Hickman's LLC

a Domestic Limited Liability Company

was formed in the jurisdiction stated below or was authorized to transact business in Georgia on the below date. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.

Docket Number : 26244814
Date Inc/Auth/Filed: 07/12/2023
Jurisdiction : Georgia
Print Date : 12/27/2023
Form Number : 211



Brad Raffensperger

Brad Raffensperger
Secretary of State

Control Number : 23154391

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

Hickman's LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **07/12/2023** 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 **07/19/2023**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 7/12/2023 10:20:00 PM

BUSINESS INFORMATION

CONTROL NUMBER	23154391
BUSINESS NAME	Hickman's LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	07/12/2023

PRINCIPAL OFFICE ADDRESS

ADDRESS	6351 Zebulon Road Suite A, Macon, GA, 31210, USA
----------------	--

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Debbie Pettinato	351 Fox tail Drive, Macon, GA, 31220, USA	Bibb

ORGANIZER(S)

NAME	TITLE	ADDRESS
Chef's Choice LLC	ORGANIZER	1024 Clifton Drive, Macon, GA, 31204, USA
Terrell Landry	ORGANIZER	6351 Zebulon Road Suite A, Macon, GA, 31210, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Melissa Pettinato
AUTHORIZER TITLE	Member

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: HICKMAN'S

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

Individual:

operating owner
Name and Title: Melissa Pettinato Telephone Number: 478 719 0030

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

Residential Street Address: 351 Fox Tail Dr Macon GA 31220

Mailing Address: 351 Zebulon Rd Apt A 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: _____
 - ☐ 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: _____

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: Hickman S

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

Individual:

Name and Title: Matthew Hickman Telephone Number: (478) 303 3042

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

Residential Street Address: 1024 Clinton Drive Macon GA 31204

Mailing Address: 6351 Zebulon Road SE A 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 (LLLLP)
 - ☐ General Partner holding ___% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ___% of all outstanding general partnership interests.
- ☒ Limited Liability Company (LLC)
 - ☐ Managing Member Total number of Managing Members: 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: _____

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: HICK MAN'S

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

Individual:

Name and Title: Ferrell Landry Telephone Number: 478 733-3466

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

Residential Street Address: 834 S. Plantation Pkwy Macon, GA 31220

Mailing Address: 11 11

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
 - ☐ General Partner holding ___% of all outstanding general partnership interests.
- ☐ Limited Partnership (LP)
 - ☐ General Partner holding ___% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ___% of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
 - ☐ General Partner holding ___% of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLLP)
 - ☐ General Partner holding ___% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ___% of all outstanding general partnership interests.
- ☒ Limited Liability Company (LLC)
 - ☐ Managing Member, Total number of Managing Members: 3
 - ☐ Member holdings 34% 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 Renewal

APPLICANT

First Name: Melissa Last Name: Pettinato
Home Address: 351 Fox Tailor City: Macon State: GA Zip: 31220
Home Phone #: 478-719-0030 Email: pettinato.melissa@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 6351 Zebulon Rd Ste A City: Macon State: GA Zip: 31220
☒ A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
☐ You must complete the following only if you are NOT a United States Citizen:
(S.A.V.E) Systematic Alien Verification For Entitlements affidavit, and provide a copy of:
(SVD) Secure and Verifiable Document (see list attached)
☐ A current Color (passport size) photographs of applicant.
☐ \$25 cash, money order, cashier's check, or personal check 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.

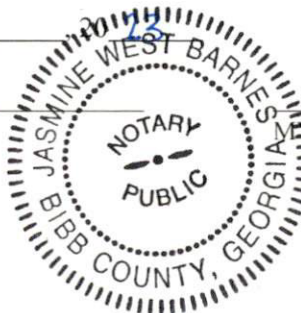
Melissa Pettinato
Applicant's Signature

12/27/2023
Date

I hereby certify that Melissa Pettinato 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 27 day of December

Jasmine Barnes
NOTARY PUBLIC



03.11.2025
COMMISSION EXPIRES

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.

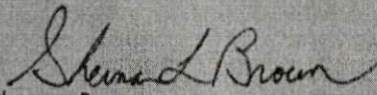
Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

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 # 23411904
CARD # 24848977

ServSafe Alcohol® CERTIFICATE

MELISSA PETTINATO



NAME

1/12/2023

DATE OF EXAMINATION

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

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.

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Sherman Brown
Executive Vice President, National Restaurant Association Solutions

This certificate confirms completion of the ServSafe Alcohol responsible alcohol service program.

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

NATIONAL
RESTAURANT
ASSOCIATION

233 South Wacker Drive
Suite 3600
Chicago, IL 60606-6383
1.800.SERVSAFE
312.715.1010 In the Chicago area
ServSafe.com

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17110801 41711





Melissa Pettinato



AH001060

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: Matthew Last Name: Hickman
Home Address: 1024 Clifton Dr City: Macon State: GA Zip: 31204
Home Phone #: 478-303-3042 Email: mhickman998@icloud.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 1351 Zebulon Rd City: Macon State: GA Zip: 31220
Ste A

- ☒ 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

12-27-23
Date

I hereby certify that Matthew Hickman 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 27 day of December, 2023

Jasmine Barnes
NOTARY PUBLIC



03.11.2025
MY COMMISSION EXPIRES

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.

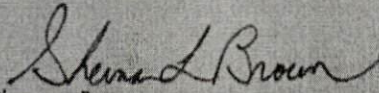
Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

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 # 24428567
CARD # 24978899

ServSafe Alcohol® CERTIFICATE

MATTHEW HICKMAN

NAME

12/27/2023

DATE OF EXAMINATION

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



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.

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Sherman Brown
Executive Vice President, National Restaurant Association Solutions

This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.

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



233 South Wacker Drive
Suite 3600
Chicago, IL 60606-6383
1.800.SERVSAFE
312.715.1010 in the Chicago area
ServSafe.com

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Matthew Hickman



AH001179

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: Terrell Last Name: Landry
Home Address: 834 South Plantation Way City: Macon State: GA Zip: 31220
Home Phone #: 478-733-3466 Email: Landryterry82@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 834 South Plantation Way 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.

Terrell M Landry
Applicant's Signature

12-22-23
Date

I hereby certify that Terrell M Landry 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 22 day of December, 2023

John Michael Theus
NOTARY PUBLIC

1/24/26
MY COMMISSION EXPIRES

JOHN MICHAEL THEUS
NOTARY PUBLIC
Bibb County
State of Georgia
My Comm. Expires Jan. 24, 2026

Rev. 7/2021

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.

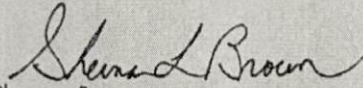
Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

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

ServSafe
National Restaurant Association

ServSafe Alcohol® CERTIFICATE

ID # 24439628
CARD # 24681253



TERRELL LANDRY

NAME

12/18/2023

DATE OF EXAMINATION

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

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.

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Sherman Brown
Executive Vice President, National Restaurant Association Solutions

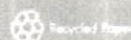
This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.

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

**NATIONAL
RESTAURANT
ASSOCIATION**

233 South Wacker Drive
Suite 3600
Chicago, IL 60606-6383
1.800.SERVSAFE
312.715.1010 in the Chicago area
ServSafe.com

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Terrell Landry



AH001175

ALCOHOL HANDLER

EXP: 12/31/2024

SHOPPING CENTER LEASE

THIS SHOPPING CENTER LEASE is made as of this 28th day of June 2023 (the “Effective Date”), by and between PAL Zebulon, LLC (“Landlord) and Chef’s Choice, LLC and Terrell Landry (“Tenant”).

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EXHIBITS

Exhibit A	Plan Showing Premises
Exhibit A-1	Property Legal Description
Exhibit B	Option to Extend Term
Exhibit C	Shopping Center Rules and Regulations
Exhibit D	Guaranty of Lease

BASIC PROVISIONSA. Parties:

- (1) Tenant: Chef's Choice, LLC and Terrell Landry
6351 Zebulon Road, Suite A
Macon, GA 31220
- (2) Landlord: PAL Zebulon, LLC
125 Plantation Centre Drive
Building 500, Suite B
Macon, GA 31210
- (3) Brokers: (Representing Landlord)
Fickling & Co.
- (Representing Tenant)
None
- (4) Guarantors: Melissa Pettinato, Matthew Hickman and Terrell Landry

B. Property:

- (1) Shopping Center: The center located at 6351 Zebulon Road, Macon, GA 31220 (which is agreed to contain approximately 5,449 rentable square feet).
- (2) Premises: Suites A & E consisting of 2,163 total rentable square feet of the Shopping Center as depicted on Exhibit A.
- (3) Property: The real property upon which the Shopping Center is located as depicted on Exhibit A.
- (4) Building: The building located on the property which contains the premises (which is agreed to contain approximately 5,449 rentable square feet).

C. Key Dates:

- (1) Commencement Date: July 1, 2023
- (2) Expiration Date: June 30, 2024

D. Rent Schedule; Initial Expenses; Base Year and Pro Rata Share.

- (1) Security Deposit: \$2,613.00 due at lease execution.

- (2) Amounts Due Upon Lease Execution: \$5,226 consisting of the first month's rent and \$383 for the first month CAM and the last month rent and CAM.
- (3) Monthly Rent Schedule: Effective upon the Commencement Date, Tenant shall pay Landlord according to the schedule below which reflects the Partial Rent Abatement:

Period	Annual Rent	Monthly Base Rent	Additional Rent
July 1, 2023- June 30, 2024	\$26,760	\$2,230	\$383.00

- (4) Tenant's Pro Rata Share: 40% of the Building (40% of the Shopping Center), which is calculated by dividing the Tenant's rentable square feet of the Premises by either the rentable square feet of the Building occupied by Tenant or of the entire Shopping Center and multiplying the resulting quotient, to the second decimal place, by one hundred. Tenant's Pro Rata Share may be adjusted by Landlord from time to time pursuant to Article 5, Section G. Tenant will pay 90% of the water bill as part of this reimbursement.

E. Use

- (1) Use: Restaurant and/or Bar.
- (2) Normal Business Hours: Intentionally Omitted
- (3) Parking: Tenant shall be entitled to the non-exclusive use in common with Landlord and others of the Surface Lot (on terms contained in Article 8, Section D).
- F. The foregoing provisions are to be interpreted and applied in accordance with the other provisions of this Lease set forth below. The capitalized terms have the meanings set forth herein (unless otherwise modified in this Lease) when used as capitalized terms in other provisions of this Lease.

ARTICLE 2

PREMISES AND COMMON AREAS

- A. Granting of Premises: Landlord hereby leases and demises to Tenant and Tenant hereby takes and leases from Landlord the Premises for the term, at the rental and upon all the conditions and agreements set forth herein.

- C. Condition of Premises. Tenant hereby agrees that the Premises shall be taken "as is, except Landlord represent and warrants that the Premises has reasonable access to basic utilities, including but not limited to, electricity, water, HVAC, sewer and trash and that the HVAC system for the premises is in good working order. Tenant hereby acknowledges and agrees that it has investigated and inspected the condition of the Premises and the suitability of same for Tenant's purposes. The existing leasehold improvements in the Premises as of the Effective Date are collectively referred to herein as the "Tenant Improvements". Tenant acknowledges and agrees that as of the Effective Date, the Premises and the Shopping Center were at such time in satisfactory condition.
- D. Square Footage. Landlord and Tenant hereby stipulate that the Premises and the Shopping Center are deemed to contain the number of rentable square feet specified for each such term in Article 1, Section 6;
- E. Landlord's Work. See addenda.
- F. Tenant's Work. Intentionally Omitted.
- G. Common Areas. Tenant and its employees and invitees are entitled to use the Common Areas during the term, in common with Landlord and with other persons authorized by Landlord from time to time to use such areas, subject to such reasonable rules and regulations relating to such use as Landlord may from time to time establish. "Common Areas" means and includes all areas, facilities, equipment, directories and signs of the Shopping Center (exclusive of the Premises and areas leased to other Tenants) made available and designated by Landlord for the common and joint use and benefit of Landlord, Tenant and other tenants and occupants of the Shopping Center including, but not limited to, lobbies, public washrooms, hallways, sidewalks, parking areas, landscaped areas and service entrances. Common Areas may further include such areas in adjoining properties under reciprocal easement agreements, operating agreements or other such agreements now or hereafter in effect and which are available to Landlord, Tenant and Tenant's employees and invitees. Landlord reserves the right in its sole discretion and from time to time, to construct, maintain, operate, repair, close, limit, take out of service, alter, change, and modify all or any part of the Common Areas.
- H. Relocation. Intentionally Omitted.
- I. Quiet Enjoyment. Landlord covenants and agrees with Tenant that so long as Tenant pays Rent and observes and performs all the terms, covenants and conditions of this Lease to be observed and performed by Tenant, Tenant may peaceably and quietly enjoy the Premises subject, nevertheless, to the terms and condition of this Lease, and Tenant's possession will not be disturbed by any one claiming by, through or under Landlord.

- J. Access. Tenant may have twenty-four (24) hours per day, seven days per week access to the Premises and the Common Areas.

ARTICLE 3.

TERM, SURRENDER, HOLDING OVER

- A. Length of Term. The term of this Lease ("Term") will commence on the Commencement Date and end on the Expiration Date set forth in Article 1, Section C, unless sooner terminated as provided herein. Tenant shall be permitted to extend the Term in accordance with the provisions of Exhibit B attached hereto. As used herein, "Lease Year" means each consecutive twelve (12) month period thereof during the Term, with the first Lease Year commencing on the Commencement Date; provided, however, that the last Lease Year shall end on the Expiration Date.
- B. Early Access. Intentionally Omitted.
- C. Surrender of Premises. Upon the expiration of the Term, or sooner, termination of this Lease, Tenant shall quit and surrender to Landlord the Premises, broom clean, in good order and condition, with only normal wear and tear and damage by fire and other casualty which are Landlord's obligation excepted, and all Tenant Improvements, equipment and fixtures (including, but not limited to) light fixtures and HVAC equipment, wall coverings, carpeting and drapes, in or serving the Premises, whether installed by Tenant or Landlord, shall be Landlord's property and shall remain, all without compensation, allowance or credit to Tenant. Upon expiration of the Term, or sooner termination of this Lease, or upon dispossession by Landlord or abandonment by Tenant, any property of any kind or character, including, but not limited to, furniture, fixtures and equipment, not removed shall be deemed to have been abandoned by Tenant, shall be the property of Landlord, and may be retained or disposed of by Landlord at Tenant's expense free of any and all claims of Tenant, as Landlord shall desire. Tenant's leaving of any such property in the Premises shall be conclusive evidence of the intent by Tenant to abandon said property. All property not removed from the Premises by Tenant may, without notice to Tenant, be handled, stored, sold, destroyed, disposed or, or removed by Land at Tenant's expense and Landlord shall not be liable for the value, preservation or safekeeping thereof, nor shall Landlord be required to account to or credit Tenant for any value of said property. At Landlord's option, all or part of such property may be conclusively deemed to have been conveyed by Tenant to Landlord as if by bill of sale without payment by Landlord. The Tenant hereby waives to the maximum extent allowable, the benefit of all laws nor or hereafter in force in the State of Georgia or any other State of the United States exempting property from liability for rent or for debt.

- D. Holding Over. Should Tenant, without Landlord's written consent, hold over after the expiration of the Term or earlier termination of this Lease, or under other circumstances considered holding over pursuant to the terms, provisions and conditions of this Lease, Tenant shall become a tenant at sufferance and such holding over shall not constitute an extension of this Lease. Tenant shall pay Landlord, monthly and in advance, 150% of the annual Rent that was payable immediately preceding the period during which Tenant began holding over (the "Hold-Over Period"), prorated on a per diem basis, for each day Tenant shall retain possession of the Premises or any part thereof during such Hold-Over Period, together with all damages sustained by Landlord on account thereof and all other payments required to be made by Tenant hereunder. The foregoing provisions shall not serve as permission for Tenant to hold-over, nor serve to extend the Term (although Tenant shall remain bound to comply with all provisions of this Lease until Tenant vacates the Premises) and Landlord shall have the right at any time thereafter to enter and possess the Premises and remove all property and persons therefrom or to require Tenant to surrender possession of the Premises as provided by this Lease at any time during the Hold-Over Period. No acceptance by Landlord of any Rent during the Hold-Over Period shall operate or be construed as an extension or renewal of the Lease. Should Tenant remain in the Premises on a month-to-month basis with Landlord's prior and express written approval, such month-to-month tenancy may be cancelled by either party with thirty (30) days' prior notice or such lesser time period as may be permitted by law.

ARTICLE 4.

RENT

- A. Monthly Base Rent. Tenant shall pay Monthly Base Rent in advance on or before the first day of each month of the Term without demand, setoff or deduction unless otherwise expressly set forth in this Lease.
- B. Additional Rent. Any sum, other than Monthly Base Rent, which Tenant assumes, agrees to pay, or is required to pay pursuant to the terms, provisions and conditions of this Lease will be deemed "Additional Rent". Monthly Base Rent and Additional Rent are herein referred to collectively as "Rent", and all remedies applicable to the nonpayment of Rent shall be applicable to both Monthly Base Rent and any amount constituting Additional Rent.
- C. Place of Payment, Application of Payment. Tenant shall pay Rent and other charges required to be paid under this Lease, no matter how described, to Landlord without demand, setoff, deduction, credit or the like, at the Landlord's address listed in Article 1, Section A, or to such other person and/or address as Landlord may designate in writing. Landlord may apply payments received from Tenant to any obligations of Tenant then accrued, without regard to such obligations as may be designated by Tenant.
- D. Late Charge, Interest, Accord and Satisfaction.
- (1) In the event Tenant fails to pay Rent due under this Lease within ten (10) days of the due date of said Rent, Tenant shall pay to Landlord a late charge of ten percent (10%) of the amount overdue.
- (2) No payment by Tenant or receipt by Landlord of an amount less than full payment of Rent then due and payable shall be deemed to be other than a payment on account for Rent then due and payable, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent 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 Rent or pursue any other remedy provided for in this Lease or available to Landlord at law or in equity.
- E. Partial Rent Abatement. Intentionally Omitted.

ARTICLE 5.

TAXES

- A. Payment of Taxes. Intentionally omitted – this is a Gross Lease
- B. Reconciliation. Intentionally omitted – this is a Gross Lease and the owner is responsible for taxes.
- C. Changes During the Landlord's Fiscal Year. Intentionally omitted – this is a Gross Lease
- D. Personal Property Taxes. Tenant shall pay, prior to delinquency, all taxes assessed against or levied upon trade fixtures, furnishings, equipment, and all other personal property of Tenant located in the Premises and any excise, sales or use taxes related to Tenant's business. In the event any or all of Tenant's trade fixtures, furnishings, equipment and other personal property shall be assessed and taxed with property of Landlord. Tenant shall pay directly to the party or entity entitled thereto all business license fees, gross receipts taxes and similar taxes and impositions which may from time to time be assessed against or levied upon Tenant, as and when the same become due and before delinquency. Notwithstanding anything to the contrary contained herein, any sums payable by Tenant under this Article 5 shall not be included in the computation of "Taxes".
- E. Intentionally Omitted.
- F. Definition of Taxes. "Tax" or "Taxes" means all real property taxes and assessments levied against the Shopping Center by any governmental or quasi-governmental authority and tax imposed by any authority having the direct power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, water, drainage, or other improvement or special district thereof, against the Premises or the Shopping Center or any legal or equitable interest of Landlord therein. "Assessments" does not mean any charge, penalty, business license tax, or levy against the Shopping Center.
 - (1) Taxes include all federal, state, county or local governmental, special district, improvement district, municipal or other political subdivision taxes, respecting the Shopping Center, including but not limited to, real estate taxes, transit taxes, water and sewer rents, and taxes based upon the receipt of rent.
 - (2) Notwithstanding any of the foregoing to the contrary, any taxes which are levied on the rentals of the Shopping Center will be determined as if the Shopping Center were Landlord's only property, and in no event will the term "taxes or assessment," as used herein, include any net federal or state income taxes levied or assessed on Landlord, unless such taxes are a specific substitute for real property taxes. Such term will, however, include gross taxes on

rentals. Expenses incurred by Landlord for tax consultants and in contesting the amount or validity of any such taxes or assessments will not be included in such computations. For the purpose of this Lease, any special assessments will be deemed payable in such number of installments as if permitted by law, whether or not actually so paid.

ARTICLE 6.

MAINTENANCE, REPAIRS AND ALTERATIONS

- A. Landlord's Obligations. Landlord shall, except as provided elsewhere herein and subject to the negligence of Tenant, its agents or employees, make necessary repairs to the foundation, exterior walls (excluding windows, window glass, plate glass and doors) and roof of the Shopping Center. Tenant shall promptly, but in any case within thirty (30) days of acquiring actual knowledge thereof, report to Landlord any defective condition in the Premises known to Tenant which Landlord is required to repair hereunder, and failure to so report to Landlord within such time period will relieve Landlord of liability for damages to any personal property, fixtures or Tenant Improvements located in the Premises resulting from or in connection with such defective condition. Landlord shall maintain the Common Areas, including parking and landscaped areas. Tenant waives all rights to make repairs at the expense of Landlord.
- B. Tenant's Obligations. Tenant shall, at its sole expense, repair, maintain and replace as necessary and keep in good clear and safe condition all portions of the Premises which are not, pursuant to Article 6, Section A hereof, specifically the responsibility of Landlord as set forth herein. Portions of the Premises for purposes of this Section does not include windows, doors, partitions, HVAC systems and components, utility systems and mechanical systems serving the Premises unless they were installed by Tenant after the Commencement Date of this Lease. Tenant shall not injure the Premises, or commit or allow to be committed any waste therein. Tenant shall repair any damage to the Premises or the Shopping Center caused by Tenant or Tenant's agents, contractors, employees, invitees and visitors.
- C. Alterations. Tenant shall make no alterations or additions to the Premises ("Alterations") without the prior written consent of Landlord. Landlord's consent may be withheld in Landlord's sole discretion as to alterations which adversely affect or impair the structural integrity of, or the efficient and proper operation of, the operating systems of the Shopping Center ("Structural and Operating System Alterations"). With respect to any such Structural and Operating System Alterations, Landlord may condition its consent or any specific choice of contractor or mechanic, and other plan and specification details, as Landlord may in its sole discretion require. Alterations other than Structural and Operating System Alterations ("Alterations") shall be performed only by contractors or mechanics approved by Landlord in writing (which approval shall not be

unreasonably withheld or delayed) and upon the approval by Landlord in writing (which approval shall not be unreasonably withheld) of fully detailed and dimensioned plans and specifications pertaining to the Alterations, to be prepared and submitted by Tenant, at its sole cost and expense. Tenant shall, at its sole cost and expense, obtain all necessary approvals and permits pertaining to any alterations approved by Landlord. Tenant hereby indemnifies, defends and agrees to hold Landlord free and harmless from all liens and claims of lien, and all other liability, claims and demands arising out of any work done or material supplied to the Premises by or at the request of Tenant in connection with any Alterations. If permitted Alterations are made, they shall be made at Tenant's sole cost and expense and shall be and become the property of Landlord, except that Landlord may, by notice to Tenant given at the time of approval of such Alterations, require Tenant, at Tenant's expense, at the expiration of the Term or earlier termination of this Lease, to remove all partitions, counters, railings and other Alterations installed by Tenant and to repair any damages to the Premises caused by such removal. Any and all costs attributable to or related to the applicable building codes of the city in which the Shopping Center is located (or any other authority having jurisdiction over the Shopping Center) arising from Tenant's plans, specifications, improvements, alterations, Landlord's specific requirements relating to Structural and Operating Systems Alterations, or otherwise with respect to Alterations by or on behalf of, or for the benefit of, Tenant will be paid by Tenant at its sole cost and expense. Notwithstanding the foregoing language to the contrary, Landlord's consent shall not be required with respect to any changes, alterations, improvements and installations proposed to be made to the Premises by Tenant, which: (1) are non-structural; (2) do not affect the Shopping Center's operating systems (including the air conditioning and heating systems, electrical systems and plumbing systems); (3) are minor cosmetic changes or alterations (such as painting and installation of shelving); and (4) do not exceed an aggregate cost of Two Thousand Dollars (\$2,000).

- D. Liens. Tenant shall not cause or permit any mechanic's, materialman's liens or similar items, or encumbrances to be filed or exist against the Premises or the Shopping Center or Tenant's interest in this Lease in connection with work done under this Article or in connection with any other work and Tenant agrees to defend, indemnify and hold harmless Landlord from and against any such lien or claim or action thereon, together with costs of suit and reasonable attorneys' fees incurred by Landlord in connection with any such claim or action. Tenant shall remove any such lien or encumbrance by bond or otherwise within thirty (30) days from the date the same becomes a lien under applicable law on the Premises, the Shopping Center, or any portion thereof. If Tenant fails to do so, Landlord may, without being responsible to investigate the validity or lawfulness of the lien, pay the amount of take such other action as Landlord deems necessary to remove any such lien or encumbrance. The amounts so paid and costs incurred by Landlord shall be deemed Additional Rent under this Lease and shall be due and payable in full upon demand.

- E. No Liability of Landlord. In the event that Landlord undertakes any additional improvements on the Property, including, but not limited to, new construction or renovation or additions to the existing improvements, Landlord may be liable to Tenant for any interference with access to the Premises or disruption in Tenant's business cause thereby, but not to mere noise, dust or vibrations caused by such additional improvements.

ARTICLE 7.

TENANT'S USE, RESTRICTIONS, COMPLIANCE WITH LAWS AND SIGNAGE

- A. Tenant's Use. Tenant shall use the Premises for the purposes set forth in Article 1, Section E, above, and for no other purpose whatsoever, subject to and in compliance with all other provisions of this Lease, including but not limited to the Rules and Regulations attached as Exhibit C hereto. Tenant and its invitees shall also have the non-exclusive right, along with other tenants of the Shopping Center and others authorized by Landlord, to use the Common Areas subject to such rules and regulations as Landlord may impose from time to time in its sole discretion provided the same are enforced in a non-discriminatory manner. Landlord makes no representation that the Premises are suitable for Tenant's purposes.

B. Restrictions on Use.

- (1) Tenant may not at any time use or occupy, or suffer or permit any one to use or occupy, the Premises or do or permit anything to be done in the Premises which: (a) causes or is liable to cause injury to persons, to the Shopping Center or its equipment, facilities or systems; (b) impairs the character, reputation or appearance of the Shopping Center; (c) impairs the proper and economic maintenance, operation and repair of the Shopping Center or its equipment, facilities or systems, or (d) would invalidate or increase the cost of any fire and extended coverage insurance policy covering the Shopping Center and/or the property located therein.
- (2) Tenant shall comply with all of the rules and regulations promulgated by Landlord from time to time for the Shopping Center. A copy of the current Rules and Regulations is attached hereto as Exhibit C. Landlord shall be liable to Tenant for violation of any such rules and regulations, but not for the breach of any covenant or condition in any lease by any other tenant in the Shopping Center other than this Lease. A waiver by Landlord of any rule or regulation for any other tenant shall not constitute nor be deemed a waiver of that rule or regulation for Tenant.
- (3) Tenant may not use the name, picture or representation of the Shopping Center, or words to that effect, in connection with any business carried on in the

Premises or other (except as Tenant's address) without the prior written consent of Landlord.

- (4) Tenant's use of the Premises may not violate any exclusivity clause contained in the lease of any other tenant of the Shopping Center.

C. General Compliance with Laws.

- (1) Tenant shall, at Tenant's sole cost and expense, keep and maintain the Premises, its use thereof and its business in compliance with all governmental laws, ordinances, rules and regulations now in force or which may hereafter be in force or effect. Tenant shall comply with all Laws relating to the Premises and Tenant's use or occupancy thereof, including without limitation, safety and building codes and any permit or license requirements. Tenant shall comply with all rules, orders, regulations and requirements of any organization which sets out standards, requirements or recommendations commonly referred to by major fire insurance underwriters. Tenant shall promptly, upon demand, reimburse Landlord for any additional premium charges for any such insurance policy assessed or increased by reason of Tenant's failure to comply with the provisions of this Article.
- (2) Unless otherwise provided herein, alterations to the Premises required from time to time to comply with applicable Laws, requirements of any board of property insurance underwriters or similar entity, or reasonable requirements of Landlord's or Tenant's insurers shall be the responsibility of the party to this Lease responsible for maintaining and repairing the applicable aspect of the Premises governed by such applicable laws and shall otherwise be made in accordance with Article 6, Section D of this Lease. Tenant shall comply with all rules and directives of any insurance board, company or agency determining rates of hazard coverage for the Premises, including but not limited to the installation of any equipment and/or the correction of any condition necessary to prevent any increase in such rates.
- (3) "Law" or "Laws" means all federal, state, county and local governmental and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements, applicable equitable remedies and decisions by courts in cases where such decisions are binding precedents in the state in which the Shopping Center is located and decisions of federal courts applying the Laws of such state.

D. Compliance with ADA. Landlord and Tenant agree that responsibility for compliance with the Americans With Disabilities Act of 1990, as amended (the "ADA") will be allocated as follows:

- (1) Landlord is responsible for compliance with the provisions of Title III of the ADA for all Common Areas, including exterior and interior areas of the Shopping Center

- not included within the Premises or the premises of other tenants and for any construction, renovations, alterations and repairs made within the Premises if such construction, renovations, alterations or repairs are made by Landlord for the purpose of improving the Shopping Center generally; and
- (2) Tenant is responsible for compliance with the provisions of Title III of the ADA for the Premises which are not specifically Landlord's responsibility and any construction, renovations, alterations and repairs made within the Premises if such construction, renovations, alterations and repairs are made by Tenant, its employees, agents or contractors at the direction of Tenant, or done pursuant to plans and specifications prepared or provided by Tenant or Tenant's architect or space planner. Any Alterations required to be made by Tenant to comply with this paragraph shall be made in accordance with Article 6, Section D of this Lease.
- E. Tenant's Cooperation As To Phase I Environmental Reports. Tenant agrees to cooperate with Landlord and with any environmental consultant (the "EC") Landlord or its mortgagee (or prospective mortgagee) engages to assess the environmental condition of the Premises. In particular, Tenant will cooperate as required under the new Environmental Protection Agency rule which become effective in 2006 titled: Procedures of American Society for Testing and Materials, including the document known as "Standard E1527-97 entitled Standard Practice for Environmental Site Assessment; Phase 1 Environmental Assessment so as to satisfy the "all appropriate inquiries requirement" set forth in 42 USCA Section 9601 (35)(B)(1). In sum, (1), the EC must be given complete access to the Premises to perform a complete site inspection, (2) Tenant must identify and provide to the EC all "Helpful Documents" as listed in ASTM E1527-05 (3) Tenant shall make its key manager available for interview by the EC. A key manager of the Premises is one with good knowledge of the uses and physical characteristics of the Premises and shall answer on good faith to the extent to his/her knowledge all questions relevant to the environmental inspection. If in the course of performing any such Phase 1 Environmental Report the EC recommends or requires a Phase 2 site assessment of any part of the Premises due to Tenant's use of Hazardous Materials, then such Phase 2 site assessment as it relates to the Premises shall be performed at the expense of the Tenant and Tenant shall pay the costs incurred by Landlord to secure such Phase 2 site assessment of the Premises.
- F. Compliance with Anti-Terrorism Laws. Tenant hereby represents and warrants to Landlord that Tenant is not: (1) in violation of any Anti-Terrorism Law; (2) conducting any business or engaging in any transaction or dealing with any Prohibited Person, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (3) dealing in, or otherwise engaging in, any transaction relating to any property or interest in property blocked pursuant to Executive Order No. 13224; (4) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in any Anti-Terrorism Law; or (5) a Prohibited Person nor are any of its partners,

members, managers, offices or directors a Prohibited Person. As used herein, "Anti-Terrorism Law" means any law relating to terrorism, anti-terrorism, money laundering or anti-money laundering activities, including Executive Order No. 13224 and Title 3 of the USA Patriot Act. As used herein "Executive Order No. 13224" means Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, or Support Terrorism". As used herein, "Prohibited Person" means (i) a person or entity that is listed in the Annex to Executive Order 13224; (ii) a person or entity with whom Tenant or Landlord is prohibited from dealing with or otherwise engaging with in any transaction governed and/or prohibited by any anti-Terrorism Law; or (iii) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office Of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/t11sdn.pdf> or at any replacement website or other official publication of such list. As used herein, "USA Patriot Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-58), as now existing or hereafter amended.

- G. Cabling. Tenant may not install or cause to be installed any cabling or wiring (collectively, "Cabling") without the prior written consent of Landlord as provided in Article 6, Section D. In installing Cabling, Tenant shall comply with Article 6, Section D, and all applicable Laws and meet the requirements of the National Electrical Code (as may be amended from time to time). Upon the expiration of the Term or earlier termination of this Lease, Tenant, at Tenant's sole cost and expense, shall remove all Cabling so installed unless Landlord, in its reasonable discretion, elects in writing to waive this requirement. Tenant shall dispose of any Cabling so removed at Tenant's sole cost and expenses and in accordance with all applicable Laws.
- H. Signage. Tenant may not obstruct or permit the obstruction of light, halls, Common Areas, roofs, parapets, stairways or entrances to the Shopping Center or the Premises and will not affix, paint, erect or inscribe any sign, projection, awning, signal or advertisement of any kind to any part of the Shopping Center or the Premises, including the inside or outside of the windows or doors, unless the design meets the building standard and is with the written consent of Landlord. If such work is done by Tenant through any person, firm or corporation not approved by Landlord, or without the written consents of Landlord, Landlord shall have the right to remove such signs, projections, awnings, signals or advertisements without being liable to the Tenant by reason thereof. Notwithstanding any of the foregoing to the contrary, Tenant may install Shopping Center standard directory signage at its expense in the road sign space that is third down from the top, subject to said space being available.

ARTICLE 8.

UTILITIES, SERVICES AND PARKING

- A. Utilities. Tenant is solely responsible and shall pay for all janitorial services, gas, electricity, fuel, light, heat, power, water (if Premises is separately metered), other utility and all similar services by whatever name serving the Premises, or used by Tenant in connection therewith. If Tenant does not pay the utility charges in a timely manner, Landlord may pay and collect said charges from Tenant as Additional Rent. Tenant may not conduct any operation or install any equipment which may exceed or overburden the capacity of any utility facilities serving the Premises. Should any of Tenant's operations or equipment require additional utility facilities, Tenant may install such facilities at Tenant's expense in accordance with plans and specifications approved in advance and in writing by Landlord, subject to Article 6, Section D of this Lease. Tenant shall pay its Pro Rata Share of any utilities which are not separately metered to the Premises as Additional Rent.
- B. Water, Sewer and Trash Services. Unless the Premises is separately metered in which case Tenant shall contract and pay for water service directly, Landlord shall contract for or otherwise provide water and sewer services to the Premises and trash dumpster services at a location to be determined by Landlord for Tenant's use in common with other Shopping Center occupants. If, in Landlord's sole judgment, Tenant's use of the water, sewer and trash dumpster services overburdens the facilities or is disproportionate to the use of said services by other occupants of the Shopping Center, Landlord may require that Tenant, at its sole expense, provide additional Landlord approved service facilities and/or adjust Tenant's Pro Rata Share of the costs of said services and facilities.
- C. Interruptions. Landlord does not represent or warrant that any of the services referred to above will be free from interruption and Tenant acknowledges that any one or more of such services may be suspended by reason of accident, repairs, inspections, alterations or improvements necessary to be made, or by strikes or lockouts, or by reason of operation of law, or causes beyond the reasonable control of Landlord. Any interruption, reduction or discontinuance of service will not be deemed an eviction or disturbance of Tenant's use and possession of the Premises, or any part thereof, by Landlord, nor, except as otherwise set forth herein, render Landlord liable to Tenant for damages, nor relieve Tenant from performance of Tenant's obligations under this Lease.
- D. Parking. Landlord hereby grants to Tenant the right, in common with others authorized by Landlord (unless exclusive use is specified in Article 1, Section E above), to use a reasonable number of parking spaces in the surface lot serving the Shopping Center, which is specifically allocated for the use of the Shopping Center and its occupants (the "Surface Lot") notwithstanding the number of Tenant's employees, customers or invitees upon the following terms and conditions:

- (1) No deductions or allowances shall be made for days when Tenant or any of its employees does not utilize the Surface Lot.
- (2) Except for particular spaces and areas designated by Landlord for reserved parking, all parking in the Surface Lot shall be on an unreserved, first-come, first-served basis.
- (3) Landlord shall not be responsible for money, jewelry, automobiles or other personal property lost in or stolen from the Surface Lot regardless of whether such loss or theft occurs when the Surface Lot is locked or otherwise secured. Except as caused by the negligence or willful misconduct of Landlord and without limiting the terms of the preceding sentence, Landlord shall not be liable for any loss, injury or damage to persons using the Surface Lot or automobiles or other property therein, it being agreed that, to the fullest extent permitted by law, the use of the Spaces shall be at the sole risk of Tenant and its employees.
- (4) Landlord shall have the right from time to time to promulgate reasonable rules and regulations regarding the Surface Lot and the use thereof, including, but not limited to, rules and regulations controlling the flow of traffic to and from various parking areas, the angle and direction of parking and the like. Tenant shall comply with and cause its employees to comply with all such rules and regulations as well as reasonable additions and amendments thereto.
- (5) Tenant shall not store or permit its employees to store any automobiles in the Surface Lot without the prior written consent of Landlord. Except for emergency repairs, Tenant and its employees shall not perform any work on any automobiles while located in the Surface Lot or on the property.
- (6) Landlord shall have the right to temporarily close the Surface Lot or certain areas therein in order to perform necessary repairs, maintenance and improvements to the Surface Lot.

ARTICLE 9.

INSURANCE AND INDEMNIFICATION

A. Tenant's Insurance.

- (1) Tenant shall, at all times during the Term, and at its expense, maintain insurance policies with responsible companies licensed to do business in the state where the Shopping Center is located and having a rating of not less than A-VIII in Best's Insurance Guide, naming Landlord, Tenant, Fickling & Co., Inc. and any Mortgagee, as loss payees. Insurance policies required under this paragraph include the following:

- (a) A policy of standard fire, extended coverage and special extended coverage property insurance which shall be primary on the Tenant Improvements and Tenant's property, including its goods, equipment and inventory, in an amount adequate to cover their replacement cost, and including vandalism and malicious mischief, and sprinkler leakage coverage;
 - (b) Comprehensive general liability insurance in an amount not less than One Million Dollars (\$1,000,000) in the annual aggregate; and
 - (c) Liquor liability insurance in an amount not less than One Million Dollars (\$1,000,000) in the annual aggregate; and
 - (d) Worker's Compensation Coverage as required by law. The comprehensive general liability policy shall include contractual liability which includes the provisions of Article 9 herein.
- (2) The foregoing are minimum limits of liability, and Tenant's procurement and maintenance thereof will in no even limit the liability of Tenant under this Lease. Tenant shall cause all such policies to be endorsed to agree that (a) Tenant's policy is primary and that any insurance covered by Landlord is excess and not contributing with any of Tenant's insurance required hereunder, and (b) that such policy can not be cancelled except upon thirty (30) days' prior notice to Landlord.
- (3) On or before the Commencement Date, Tenant shall furnish to Landlord and its shopping Center Manager, certificates of insurance evidencing the insurance coverages set forth above, including naming Landlord and Landlord's Shopping Center Manager as additional insureds. Tenant shall furnish renewal certificates to Landlord at least thirty (30) days prior to the expiration date of such insurance policies showing the above coverage to be in full force and effect.
- B. Waiver of Subrogation. Landlord and Tenant each agree that neither Landlord nor Tenant will have any claim against the other for any loss, damage or injury which is covered by insurance carried by either party and for which recovery from such insurer is made, notwithstanding the negligence of either party in causing the loss, and each agree to have their respective insurers issuing the insurance described in this Lease waive any rights of subrogation that such companies may have against the other party. This will be valid only if the insurance policy in question permits waiver of subrogation or if the insurer agrees in writing that such companies may have against the other party. This will be valid only if the insurance company in question permits waiver of subrogation or if the insurer agrees in writing that such waiver of subrogation will not affect coverage under

said policy. Each party agrees to use commercially reasonable efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

C. Indemnifications.

- (1) Landlord shall defend indemnify and hold harmless Tenant and its agents, successors and assigns, and employees from and against any and all injury, loss, costs, expenses, liabilities, claims or damage (including attorneys' fees and disbursements) to any person or property arising from, related to, or in connection with any use or occupancy of the Common Areas. Tenant shall defend indemnify and hold harmless Landlord and its agents, successors and assigns, and employees from and against any and all injury, loss, costs, expenses, liabilities, claims or damage (including attorneys' fees and disbursements) to any person or property (a) arising from, related to or in connection with any use or occupancy of the Premises (b) arising from, related to or in connection with any act or omission (including, without limitation, construction and repair of the Premises arising out of Tenant's Work, if any, or subsequent work) of Tenant, its agents, contractors, employees, customers and invitees, which indemnity extends to any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease. This indemnification shall survive the expiration or termination of the Lease Term. Tenant hereby assumes all risk of damage to property or injury to persons in or about the Premises from any cause, and Tenant hereby waives all claims in respect thereof against Landlord.
- (2) Landlord shall defend, indemnify and hold Tenant harmless from and against all claims, causes of action, liabilities, losses, costs and expenses arising from or in connection with any injury or other damage to any person or property resulting from any act or omission of Landlord.
- (3) The indemnity obligations set forth in above do not apply (a) to any costs or expenses not reasonable incurred by the indemnitee, or (b) to any claims, causes of action, liabilities, losses, costs and expenses resulting from a default by the indemnitee hereunder.
- (4) Whenever, in this Article and throughout this Lease, Landlord or Tenant is required to defend, indemnify and hold the other harmless, such obligations shall extend to the successors, assigns, officers, partners, directors, employees and other agents of the indemnitee. In any instance where this Lease requires either party to defend the other, such defense shall involve an attorney or attorneys reasonably acceptable to the indemnitee.

- D. Limitation on Liability. Landlord shall not be liable to Tenant for any damage by or from any act or negligence of any co-tenant or other occupant of the Shopping Center, or by any owner or occupants of adjoining or contiguous property. Landlord shall not be liable for any injury or damage to persons or property resulting in whole or in part from the criminal activities or willful misconduct of others. To the extent not covered by all risk property insurance, Tenant agrees to pay for all damage to the Shopping Center, as well as all damage to persons or property of other tenants or occupants thereof, caused by the gross negligence, fraud or willful misconduct of Tenant or any of its agent, contractors, employees, customers and invitees. Nothing contain herein shall be construed to relieve Landlord from liability for any personal injury resulting from its gross negligence, fraud or willful misconduct.
- E. Surveillance. Tenant acknowledges that Landlord's election to provide mechanical surveillance or to post security personnel in the Shopping Center is subject to Landlord's sole discretion. Landlord shall have no liability in connection with the decision whether or not to provide such services and Tenant hereby waives all claims based thereon. Landlord shall not be liable for losses due to theft, vandalism or like causes. Tenant shall defend, indemnify and hold Landlord harmless from any such claims made by any employee, licensee, invitee, contractor, agent or, other person whose presence in, on or about the Premises or the Shopping Center is attendant to the business of Tenant.

ARTICLE 10.

CASUALTY DAMAGE

- A. Restoration Obligations. Tenant shall promptly notify Landlord or the Shopping Center Manager of any fire or other casualty to the Premises or, to the extent it knows of damage, to the Shopping Center. In the event the Premises or any substantial part of the Shopping Center is wholly or partially damaged or destroyed by fire or other casualty which is covered by Landlord's insurance, Landlord will proceed to restore the same to substantially the same condition existing immediately prior to such damage or destruction unless (1) such damage or destruction is incapable of repair or restoration within three hundred sixty-five (365) days as determined by Landlord's architect; or (2) the net insurance proceeds recovered by reason of the damage or destruction are, in Landlord's sole judgment, inadequate to complete the restoration of the Shopping Center; or (3) Landlord elects not to repair or restore the Shopping Center, in any of which event Landlord or Tenant may, by notice given to the other party within sixty (60) days of such damage or destruction, declare this Lease terminated as of the date of such damage or destruction. If, in

Landlord's sole opinion, the net insurance proceeds recoverable by reason of the damage or destruction are not adequate to complete the restoration of the Shopping Center, Landlord may terminate this Lease and all unaccrued obligations of the parties hereto by sending a notice of such termination to Tenant.

- B. Tenant's Right to Relief. To the extent after fire or other casualty that Tenant is deprived of the use and occupancy of the Premises or any portion thereof as a result of any such damage, destruction or the repair thereof, and so long as (1) Tenant did not cause the fire or other casualty, (2) no Event of Default has occurred, and (3) to the extent Landlord's recovery of Rent as a result of the casualty is covered by insurance, Tenant may be relieved of the same ratable portion of the Monthly Base Rent due under this Lease as the amount of damaged or useless space in the Premises bears to the rentable square footage of the Premises until such time as the Premises is restored. Landlord shall reasonably determine the amount of damaged or useless space and the rentable square footage of the Premises referenced in the prior sentence and whether or not its insurance covers the payment of Rent.

ARTICLE 11

CONDEMNATION

- A. Entire Taking. In the event of a condemnation or taking of the entire Premises by a public or quasi-public authority, this Lease will terminate as of the date title vests in the public or quasi-public authority.
- B. Partial Taking. In the event of (1) a taking or condemnation of fifteen percent (15%) or more (but less than the whole) of the Shopping Center and without regard to whether the Premises are part of such taking or condemnation; (2) a taking or condemnation which results in Landlord electing not to restore the Shopping Center; or (3) a taking or condemnation which results in Landlord electing to change the use of the Property, Landlord may terminate this Lease by giving notice to Tenant within sixty (60) days of Landlord's receiving notice of the commencement of condemnation proceedings. In the event of a partial taking as described in this Section, or a sale, transfer or conveyance in lieu thereof, which does not result in the termination of this Lease, the parties shall apportion Rent according to the ratio that the part of the Premises remaining usable by Tenant bears to the total area of the Premises, as reasonably determined by Landlord.
- C. Awards. All compensation awarded for any condemnation is the property of Landlord, whether such damages shall be awarded as a compensation for diminution in the value of the leasehold or to the fee of the Premises, and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and

to any and all such compensation; provided, however, that in the event this Lease is terminated, Tenant may make a separate claim for the taking of Tenant's personal property (including fixtures paid for by Tenant), and for costs of moving. Notwithstanding anything herein to the contrary, any condemnation award to Tenant will be available only to the extent such award is payable separately to Tenant and does not diminish the award available to Landlord or any Lender, and such award will be limited to the amount of Rent actually paid by Tenant to Landlord for the period of time for which the award is given. Any additional portion of such award will belong to Landlord. Tenant hereby waives any and all rights, imposed by law, statute, ordinance, governmental regulation or requirement of the United States, the State in which the Shopping Center is located or any local government authority or agency or any political subdivision thereof, now or hereafter in effect, it might otherwise have to petition a court to terminate the Lease.

ARTICLE 12.

SUBLETTING AND ASSIGNMENT

- A. Definition of Transfer. A "Transfer" means one or more of the following events: (1) Tenant's assigning of its interests hereunder; (2) Tenant's subleasing all or any portion of the Premises (for purposes of this Lease, a license shall be deemed to be a sublease); (3) Tenant's listing the Premises or any part thereof as available for assignment or sublease with any broker or agent or otherwise advertising, posting, communicating or soliciting prospective assignees or subtenants through any direct or indirect means; or (4) Tenant's allowing any other person to use or occupy any portion of the Premises.
- B. General Prohibition on Transfers. Tenant may not cause a Transfer without the prior written consent of Landlord, which will not be unreasonably withheld or delayed, except that Landlord will not, under any circumstances, be obligated to consent to any Transfer by Tenant (1) to any other tenant of the Shopping Center; (2) by operation of law; or (3) to any person who fails to meet any of the other reasonable criteria of Landlord that Tenant was required to meet prior to the execution of this Lease.
- C. Procedure for Landlord's Approval of Transfers. In the event that Tenant desires to assign or sublet the Premises, Tenant shall provide Landlord with financial statements for the proposed transferee, a fully executed copy of the proposed assignment, sublease or other Transfer documentation and such other information as Landlord may reasonably request. Within fifteen (15) business day after receipt of the required information and documentation, Landlord shall either: (1) consent to

the Transfer and execute a consent agreement in a form designated by Landlord; (2) refuse to consent to the Transfer in writing; or (3) recapture the portion of the Premises that Tenant is proposing to Transfer. If Landlord exercises its right to recapture, this Lease will automatically amend (or terminate if the entire Premises is being assigned or sublet) to delete the applicable portion of the Premises effective on the proposed effective date of the Transfer, although Tenant shall, at Landlord's request, execute a reasonable amendment or other document reflecting such reduction or termination.

- D. Effect of Transfers. In the event that Tenant assigns or sublets the Premises, then any rights of Tenant to renew, extend or expand the terms of this Lease shall automatically terminate and be of no further force or effect.

ARTICLE 13.

LANDLORD TRANSFERS

- A. Definition of Lender and Mortgage. "Lender" means the holder of a Mortgage at the time in question, and where such Mortgage is a ground lease, such term shall refer to the ground lessee. "Mortgage" means all mortgages, deeds of trust, ground leases and other such encumbrances now or hereafter placed upon the Shopping Center or any part thereof with the written consent of Landlord, and all renewals, modifications, consolidations, replacements or extensions thereof, and all indebtedness now or hereafter secured thereby and all interest thereon.
- B. Subordination, non-Disturbance and Attornment.
- (1) This Lease is subject and subordinate to all Mortgages now or hereafter placed upon the Shopping Center, and all other encumbrances and matters of public record applicable to the Shopping Center or any part thereof, including without limitation, any reciprocal easement or operating agreements, grounds or underlying leases, covenants, conditions and restrictions and Tenant shall not act or permit the Premises to be operated in violation thereof. Landlord shall have the right to cause this Lease to be and become and remain subject and subordinate to any and all ground or underlying leases or Mortgages which may hereafter be executed covering the Premises, the Shopping Center or any renewals, modifications, consolidations, replacements or extensions thereof, for the full amount of all advances made or to be made thereunder and without regard to the time or character of such advances, together with interest hereon and subject to all the terms and provisions thereof.

- (2) If any foreclosure or power of sale proceedings are initiated by any Lender or a deed in lieu is granted (or if any ground lease is terminated), Tenant agrees, upon written request of any such Lender or any purchaser at such foreclosure sale, to attorn and pay Rent to such party and to execute and deliver any instruments necessary or appropriate to evidence or effectuate such attornment, within five (5) days of Lender's or purchaser's request therefor. In the event of attornment, no Lender shall be: (a) liable for any act or omission of Landlord, or subject to any offsets or defenses which Tenant might have against Landlord (prior to such Lender becoming Landlord under such attornment), (b) liable to any security deposit or bound by any prepaid Rent not actually received by such Lender, or (c) bound by any future modification of this Lease not consented to by such Lender. Any Lender may elect to make this Lease prior to the lien of its Mortgage, and if the Lender under any prior Mortgage shall require, this Lease shall be prior to any subordinate Mortgage; such election shall be effective upon notice to Tenant. Tenant agrees to give any Lender by certified mail, return receipt requested, a copy of any notice of default served by Tenant upon Landlord, provided that prior to such notice Tenant has been notified in writing (by way of service on Tenant of a copy of an assignment of leases, or otherwise) of the name and address of such Lender. Tenant further agrees that if Landlord shall have failed to cure such default, within the time permitted Landlord for cure under this Lease, any such Lender whose address has been so provided to Tenant shall have an additional period of thirty (30) days in which to cure (or such additional time as may be required due to causes beyond such Lender's control, including time to obtain possession of the Shopping Center by power of sale or judicial action or deed in lieu of foreclosure). To the extent not expressly prohibited by Law, Tenant waives the provisions of any Law now or hereafter adopted which may give or purport to give Tenant any right of election to terminate or otherwise adversely affect this Lease or Tenant's obligations hereunder if such foreclosure or power of sale proceedings are initiated, prosecuted or completed.

C. Estopped Certificate.

- (1) Either party shall from time to time, upon written request by the other, execute, acknowledge and deliver to the requesting party (or the lender of the requesting party, as the case may be), within ten (10) business days after receipt of such request, a statement in writing certifying, without limitation: (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, identifying such modifications and certifying that the Lease, as modified, is in full force and effect); (b) the dates to which Rent and any other charges have been paid; (c) that the requesting party is not in default under any provision of this Lease (or if the requesting party is in default, specifying each such default) and that no events or conditions exist which, with the passage of time or notice or both,

would constitute a default on the part of the requesting party hereunder; (d) the address to which notices to the non-requesting party shall be sent; and (e) such other factual matters and the requesting party may reasonably request.

- (2) If Tenant does not deliver such statement to Landlord within such ten (10) day period, Landlord, and any prospective purchaser or encumbrancer, may conclusively presume and rely upon the following facts: (a) that the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (b) that not more than one installment of Monthly Base Rent or other charges has been paid in advance; (c) that Landlord is not in default under the Lease; (d) that this Lease has not been cancelled or terminated except as otherwise represented by Landlord; and (e) that the other representations as stated by Landlord in the statement are true and correct. In such event, Tenant shall be estopped from denying the truth of such facts.

D. Effect of Transfer by Landlord. The term "Landlord" appearing herein shall mean only the owner of the Shopping Center from time to time, and, upon a sale or transfer of its interest in the Shopping Center, the then landlord and transferring party shall have no further obligations or liabilities for matters accruing after the date of transfer of that interest. Tenant, upon such sale or transfer, agrees to attorn to the transferee and shall look solely to the successor owner and transferee of the Shopping Center, as the lessor under this Lease, for performance of Landlord's obligations hereunder. Tenant shall, within ten (10) days after request, execute such further instruments or assurances as such transferee may reasonably deem necessary to evidence or confirm such attornment.

ARTICLE 14.

DEFAULTS AND REMEDIES

A. Default by Tenant.

- (1) The occurrence of any of the following constitutes as "Event of Default" hereunder.
- (a) Tenant fails to pay when due any installment or other payment of Rent or any other amount owing to Landlord when due; or
 - (b) Tenant fails to keep in effect any insurance required to be maintained hereunder, and such failure continues for thirty (30) days after notice thereof given by or on behalf of Landlord; or

- (c) Tenant or any guarantors hereunder becomes insolvent, makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy or any involuntary petition in bankruptcy is filed against Tenant which petition is not dismissed within sixty (60) days of its filing; or
 - (d) Tenant fails to cause to be released any mechanic's or materialman's liens filed against the Premises or the Shopping Center within thirty (30) days after the date the same shall have been filed or recorded; or
 - (e) Tenant fails to observe or perform according to the provisions of Article 17 or 18 within the time periods specified such Articles; or
 - (f) A receiver is appointed for Tenant's business or assets and the appointment of such receiver is not vacated within sixty (60) days after such appointment.
 - (g) Tenant abandons the Premises (for purposes of interpreting all provisions of this Lease, Tenant shall be deemed to have abandoned the Premises if Tenant ceases to regularly conduct business from the Premises); or
 - (h) Tenant fails to perform or observe any of the other covenants, conditions or agreements contained herein on Tenant's part to be kept or performed or breaches a representation made hereunder, and such failure shall continue for thirty (30) days after notice thereof is given by or on behalf of Landlord, or if such default is curable but cure cannot reasonably be effected within such thirty (30) day period, such default shall not be a default hereunder so long as Tenant promptly commences cure within ten (10) days and thereafter diligently prosecutes such cure to completion; or
- (2) All notices required to be given under this Section will be in lieu of, and not in addition to, any notice requirements imposed by law, statute, ordinance, governmental regulation or requirement of the United States, the State in which the Shopping Center is located or any local government authority or agency or any political subdivision thereof, now or hereafter in effect.
- (3) If Tenant or any guarantors hereunder files a voluntary petition pursuant to the United States Bankruptcy Reform Act of 2005, as the same may be from time to time be amended (the "Bankruptcy Code"), or takes the benefit of any insolvency act or be dissolved, or if an involuntary petition or proceeding for dissolution or liquidation is filed against Tenant pursuant to the Bankruptcy Code and said petition is not dismissed within sixty (60) after such filing, or if a proceeding for the appointment of a trustee or a

receiver is commenced for Tenant's business or all or a portion of its assets and the appointment of such receiver is not vacated within sixty (60) days after such appointment, or if it shall make an assignment for the benefit of its creditors, then Landlord shall have all of the rights provided for in the event of nonpayment of the Rent. Tenant hereby stipulates to the lifting of the automatic stay in effect and relief from such stay in the event Tenant files a petition under the Bankruptcy Code for the purpose of Landlord pursuing its rights and remedies against Tenant and/or a guarantors under this Lease.

(4) All defaults by Tenant of any covenant or condition of this Lease are hereby deemed by the parties hereto to be material.

B. Landlord's Remedies. The remedies provided Landlord under this Lease are cumulative. Upon the occurrence of any Event of Default, and in addition to any and all other rights provided a landlord under law or equity for breach of a lease or tenancy by a tenant, Landlord may pursue one or more of the following remedies:

- (1) Landlord may serve notice on Tenant that the Term and the estate hereby vested in Tenant and any and all other rights of Tenant hereunder shall cease on the date specified in such notice and on the specified date this Lease shall cease and expire as fully and with the effect as if the Term had expired for passage of time.
- (2) Without terminating this Lease in case of a default or if this Lease shall be terminated for default as provided herein, Landlord may re-enter the Premises, remove tenant. In the event of a re-entry without terminating this Lease, Tenant shall continue to be liable for all Rents and other charges accruing or coming due under this Lease which Rent shall automatically accelerate and become immediately due and payable.
- (3) If Landlord, without terminating this lease, shall re-enter the Premises or if this Lease shall be terminated as provided in sub-section (1) above:
 - (a) All Rent due from Tenant to Landlord will thereupon become due and shall be paid up to the time of re-entry, dispossession or expiration, together with reasonable costs and expenses of Landlord and without benefit of valuation and appraisal laws which Tenant hereby waives;
 - (b) Landlord, without any obligation to do so, may relet the Premises or any part thereof for a term or terms which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the Term and may grant such concessions in reletting as Landlord, in the exercise of its reasonable business judgment, deems desirable; and

- (c) If Landlord terminates this Lease, Tenant shall also be liable to Landlord for all damages provided for at law and under this Lease resulting from Tenant's breach, including, without limitation, the difference between the aggregate Rents received under the terms of this Lease for the balance of the Term together with all other sums payable hereunder as Rent for the balance of the Term discounted to present value at the rate of eight percent (8%) per annum, less the fair rental value of the Premises for that period, similarly discounted, determined as of the date of such termination. For purposes of this section, Tenant shall be deemed to include any guarantors or surety of the Lease. This provision shall not be deemed a penalty; rather, the damages to which Landlord are entitled hereunder are difficult of exact ascertainment and are a reasonable pre-estimate or probable loss.
- (4) Landlord may continue this Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations (and with the understanding that Landlord is under no obligation to relet the Premises under any condition so long as there is comparable space available in the Shopping Center for lease).
- (5) Whether or not Landlord terminates this Lease, Landlord has the right, as Landlord chooses in its absolute discretion, (a) to terminate any or all subleases, licenses, concessions and other agreements entered into by Tenant in connection with its occupancy of the Premises and/or (b) to maintain any or all such agreements in effect and succeed to Tenant's interests in connection therewith (in which event Tenant shall cease to have any interest in any such agreement).
- (6) In addition to the above, Landlord has any and all other rights provided a landlord at law or in equity, including, but not limited to, those remedies provided for by laws, statutes, ordinances, governmental regulations or requirements of the United States, the State in which the Shopping Center is located or any local government authority or agency or any political subdivision thereof, now or hereafter in effect, for breach of a lease or tenancy by a tenant.
- C. Default by Landlord. If any alleged default on the part of the Landlord hereunder occurs, Tenant shall give notice to Landlord in the manner herein set forth and shall afford Landlord a reasonable opportunity to cure any such default. In addition, Tenant shall send notice of such default by certified or registered mail, postage prepaid, to the holder of any Mortgage whose address Tenant has been provided in writing, and shall afford such Mortgage holder a reasonable opportunity to cure any alleged default on Landlord's behalf.

D. Default by Tenant; Opportunity to Cure. If any alleged default on the part of the Tenant hereunder occurs, Landlord shall give notice to Tenant in the manner herein set forth and shall afford Tenant a reasonable opportunity to cure any such default.

E. Tenant's Remedies.

- (1) Upon the occurrence of any default by Landlord, Tenant shall, except as otherwise expressly provided herein, have all rights and remedies provided hereunder and by law from time to time; provided, however, that Tenant shall in no event have the right to terminate this Lease except as expressly provided herein or as provided by law.
- (2) The remedies provided to Tenant under this Lease are cumulative. Upon the occurrence of any Event of Default, and in addition to any and all other rights provided a landlord under law or equity for breach of a lease or tenancy by a landlord, Tenant may pursue one or more of the following remedies: (a) injunctive relief or specific performance or other remedy which may be accorded Tenant by law or under this Lease, (b) any money damages in any action, including, but not limited to, an action for damages for lost profits and wages as a result of any adverse effect that Landlord's default causes to Tenant's business.

F. Attorney's Fees.

- (1) If any party brings an action or proceeding to enforce the monetary terms hereof or declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding shall be entitled to attorneys' fees of 15% of the amount recovered. If any Party brings an action to enforce the non-monetary terms hereof, the Prevailing Party in such proceeding shall be entitled to its actual attorneys' fees. The term "Prevailing Party" shall include, without limitation, a Party who substantially obtains or defeats the relief sought.

G. Force Majeure. Landlord and Tenant are excused for the period of any delay in the performance of any obligation hereunder when prevented from so doing by a cause or causes beyond its control, including all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services or financing, or through acts of God.

H. No Waiver. Failure of Landlord to insist upon strict compliance by Tenant of any condition or provision of this Lease will not be deemed a waiver by Landlord of that condition. No waiver by Landlord of any provision of this Lease will be deemed to be a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. No provision

of this Lease may be waived by Landlord, except by an instrument in writing executed by Landlord. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval will not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act of Tenant, whether or not similar to the act so consented to or approved. No act or thing done by Landlord or Landlord's agents during the Term of this Lease shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing and signed by Landlord. Similarly, this Lease cannot be amended except by a writing signed by Landlord and Tenant. Any payment by Tenant or receipt by Landlord of an amount less than the total amount then due hereunder shall be deemed to be in partial payment only thereof and not a waiver of the balance due or an accord and satisfaction, notwithstanding any statement or endorsement to the contrary on any check or any other instrument delivered concurrently therewith or in referenced thereto. Accordingly, Landlord may accept any such amount and negotiate any such check without prejudice to Landlord's right to recover all balances due and owing and to pursue its other rights against Tenant under this Lease, regardless of whether Landlord makes any notation on such instrument of payment or otherwise notifies Tenant that such acceptance or negotiation is without prejudice to Landlord's rights.

- I. General Right of Landlord to Perform. Tenant will perform all covenants and agreements to be performed by Tenant under any of the terms of this Lease at Tenant's sole cost and expense and without any abatement of Rent. If Tenant fails to pay any sum of money, other than Rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, and such failure shall continue beyond any applicable cure period set forth in this Lease, Landlord, may, but shall not be obligated to, without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such other act on Tenant's part to be made or performed as is in this Lease provided. All sums so paid by Landlord shall be payable to Landlord on demand and Tenant covenants to pay any such sums, and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the nonpayment thereof by Tenant as in the case of default by Tenant in the payment of the Rent.

ARTICLE 15.

SECURITY FOR LEASE

- A. Security Deposit. \$2,613.00.
- B. Tenant's Financial Statements. If Tenant is in default under this Agreement, upon written request from Landlord, Tenant shall submit to Landlord: (1) balance sheets for the previous three (3) years; (2) year to date balance sheets;

(3) income statements for the previous three (3) years; (4) year to date income statements; (5) tax returns for the previous (2) years; (6) other financial statements as Landlord may request; and (7) a current business plan if Tenant has been in business for less than two (2) years. Thereafter, upon written request from Landlord, Tenant shall deliver to Landlord financial statements for its most recent accounting period. Landlord may make such request no more than twice during any Lease Year. All such financial statements must be certified as true and correct by the responsible officer or partner of Tenant and if Tenant is then in default hereunder, the financial statements must be certified by an independent certified public accountant.

ARTICLE 16.

HAZARDOUS MATERIALS

A. Definition of Hazardous Materials. "Hazardous Materials" means any chemical, substance, material or waste or component thereof which is now or hereafter listed, defined or regulated as a hazardous or toxic chemical, substance, material or waste or component thereof by any federal, state or local governing or regulatory body having jurisdiction, or which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet ("MSDS"). The term "Hazardous Material" includes, without limitation, any material, waste or substance which is (1) included within the definitions of "hazardous substances," "hazardous materials," "toxic substances" or "solid waste" in or pursuant to any environmental Law, or subject to regulation under any environmental Law, (2) listed in the United States Department of Transportation Optional Hazardous Material Table, 49 C.F.R. Sec. 172.101, as to date or hereafter amended, or in the United States Environmental Protection Agency List of Hazardous Substances and Reportable Quantities, 40 C.F.R. Part 302, as to date or hereafter amended, (3) an explosive, radioactive, asbestos, polychlorinated biphenyl, oil, or petroleum product, (4) designated as a "Hazardous Substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Sec. 1317), (5) defined as a "Hazardous Waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq. (42 U.S.C. Sec. 6903), (6) defined as a "Hazardous Substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sec. 9601 et seq. (42 U.S.C. Sec. 9601, or (7) any substance deemed to be a "Hazardous Material" by any present or future federal, state or local Law, statute, regulation, ordinance or any judicial or administrative order or judgment hereunder, because it affects the health, industrial hygiene or the environmental or

ecological conditions on, under or about the Premises of the Shopping Center.

- B. Hazardous Materials Prohibited. Tenant may not transport, use, store, maintain, generate, manufacture, handle, dispose, release or discharge any Hazardous Materials. However, the foregoing provisions shall not prohibit the transportation to and from, and use, storage, maintenance and handling within the Premises of Hazardous Materials customarily used in the business or activity expressly permitted to be undertaken in the Premises under Article 1, Section E, provided: (1) such Hazardous Materials shall be used and maintained only in such quantities as are reasonably necessary for such permitted use of the Premises and the ordinary course of Tenant's business therein, strictly in accordance with applicable Law, highest prevailing standards, and the manufacturer's instructions therefor, (2) such Hazardous Materials shall not be disposed of, released or discharged in the Shopping Center, and shall be transported to and from the Premises in compliance with all applicable Laws, and as Landlord shall reasonably require, (3) if any applicable Law or Landlord's trash removal contractor requires that any such Hazardous Materials be disposed of separately from ordinary trash, Tenant shall make arrangements, at Tenant's expense, for such disposal directly with a qualified and licensed disposal company at a lawful disposal site (subject to scheduling and approval by Landlord), and (4) any remaining such Hazardous Materials shall be completely, properly and lawfully removed from the Shopping Center upon expiration or earlier termination of this Lease. Any clean up, remediation and removal work shall be subject to Landlord's prior written approval (except in emergencies), and shall include, without limitation, any testing, investigation, and the preparation and implementation of any remedial action plan required by any governmental body having jurisdiction or reasonably required by Landlord.
- C. Notices To Landlord. Tenant shall promptly notify Landlord of: (1) any enforcement, cleanup or other regulatory action taken or threatened by any governmental or regulatory authority with respect to the presence of any Hazardous Materials on the Premises or the migration thereof from or to other property, (2) any demands or claims made or threatened by any party relating to any loss or injury resulting from any Hazardous Materials on the Premises, (3) any release, discharge or non-routine, improper or unlawful disposal or transportation of any Hazardous Materials on or from the Premises or in violation of this Article, and (4) any matters where Tenant is required by Law to give a notice to any governmental or regulatory authority respecting any Hazardous Materials on the Premises. Landlord shall have the right (but not the obligation) to join and participate, as a party, in any legal proceedings or actions affecting the Premises initiated in connection with any environmental, health or safety Law. At such times as Landlord may reasonably request, Tenant shall provide Landlord with a

written list, certified to be true and complete, identifying any Hazardous Materials then used, stored, or maintained upon the Premises, the use and approximate quantity of each such materials, a copy of any MSDS issued by the manufacturer therefor, and such other information as Landlord may reasonably require or as may be required by Law.

D. Indemnifications.

- (1) If any Hazardous Materials are released, discharged or disposed of by Tenant or any other occupant of the Premises, or their employees, agent, invitees or contractors, on or about the Shopping Center in violation of this Article, Tenant shall immediately, properly and in compliance with applicable Laws clean up, remediate and remove the Hazardous Materials from the Shopping Center and any other affected property and clean or replace any affected personal property (whether or not owned by Landlord), at Tenant's expense (without limiting Landlord's other remedies therefor). Tenant shall further be required to indemnify, hold harmless and defend (by counsel reasonably acceptable to Landlord) Landlord, Landlord's directors, officers, partners, employees, attorneys, agents, successors and assigns from and against any and all claims, demands, liabilities, losses, damages, penalties, forfeitures, judgments or expenses (including attorneys' fees) or death or injury to any person or damage to any property whatsoever, arising directly or indirectly arising out of or attributable to: (a) a violation of the provisions of this Article by Tenant, Tenant's occupants, employees, agents, invitees or contractors; (b) the presence in, or under or about the Premises or discharge in or from the Premises of any Hazard Materials placed, in under or about by premises by Tenant or at Tenant's direction, excluding any tenant improvements work done by Landlord; (c) Tenant's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Materials to, in, on, under, about or from the Premises; or (d) Tenant's failure to comply with any Hazardous Materials Law applicable hereunder to Tenant. Any clean up, remediation and removal work is subject to Landlord's prior written approval (except in emergencies) and must include, without limitation, any testing, investigation, and the preparation and implementation of any remedial action plan required by any governmental body having jurisdiction or reasonably required by Landlord.
- (2) Landlord will indemnify, defend (by counsel reasonably acceptable to Tenant), protect, and hold Tenant and each of Tenant's employees, agents, attorneys, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses, or expenses (including attorney's fees) or death of or injury to any person

or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by:

- (a) The presence in, or, under or about the Premises or the Shopping Center or discharge in or from the Premises or the Shopping Center of any Hazardous Materials placed in, on, under or about the Premises or the Shopping Center by Landlord or at Landlord's direction; or
 - (b) Landlord's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Materials to, in, on, under, about or from the Premises or the Shopping Center; or
 - (c) Landlord's failure to comply with any Hazardous Materials Law.
- (3) The obligation of each party pursuant to this Section include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, cleanup or detoxification or decontamination of the Premises or the Shopping Center, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith, and survives the expiration or earlier termination of the term of the Lease.
- E. Environmental Consultants. Tenant agrees to cooperate with Landlord and any environmental consultants ("the EC") that Landlord or its mortgagee (or prospective mortgagee) engages to assess the environmental condition of the Premises of the Shopping Center. In particular, Tenant will cooperate as required under the Environmental Protection Agency rule which became effective in 2006 titled: Procedures of American Society for Testing and Materials, including the documents known as "Standard E-1527-097 entitled Standard Practice For Environmental Site Assessment; Phase 1 Environmental Assessment" so as to satisfy the "all appropriate inquiries requirement" set forth in 42 U.S.C. Sec. 9601 (35) (B)(1). In sum, (1) Tenant must give the EC complete access to the Premises to perform a complete site assessment; (2) Tenant must identify and provide to the EC all "Helpful Documents" as listed in ADTM E 1527-05; and (3) Tenant shall make its key manager available for interview by the EC. A key manager of the Premises is one with good knowledge of the uses and physical characteristics of the Premises and shall answer in good faith to the extent of his/her knowledge all questions relevant to the environmental assessment.

ARTICLE 17.

RIGHTS RESERVED BY LANDLORD; INSPECTIONS

- A. Reserved Rights. Every part of the Shopping Center except the inside surfaces of all walls, windows and doors bounding the Premises (including exterior building walls, core corridor walls and doors and any core corridor entrance), and any space in or adjacent to the Premises used for shafts, stacks, pipes, conduits, fan rooms, ducts, electric or other utilities, sinks or other building facilities, and the use thereof, as well as access thereto through the Premises for the purposes of operation, maintenance, decoration and repair, are reserved to Landlord. In addition to any other rights provided for herein, Landlord reserves the following rights, exercisable without liability to Tenant for damage or injury to property, person or business and without affecting an eviction, constructive or actual, or disturbance of Tenant's use or possession or giving rise to any claim, and subject to payment by and/or reimbursement from Tenant as otherwise provided herein:
- (1) To install, use, maintain, repair, replace and relocate for service to the Premises and/or other parts of the Shopping Center pipes, ducts, conduits, wires, appurtenant fixtures, and mechanical systems, wherever located in the Premises or the Shopping Center.
 - (2) To make, such changes in or to the Shopping Center and the fixtures and equipment thereof, as well as in or to the street entrances, halls, passages, elevators, stairways and other improvements thereof, as it may deem necessary or desirable;
 - (3) To alter, close or relocate any facility in the Premises or the Common Areas or otherwise conduct any of the above activities for the purpose of complying with a general plan for fire/life safety for the Shopping Center or otherwise;
 - (4) To name the Shopping Center and to change the name or street address of the Shopping Center.
 - (5) To install and maintain all signs on the exterior and interior of the Shopping Center.
 - (6) To designate all sources furnishing sign painting or lettering for use in the Shopping Center;
 - (7) On reasonable prior notice to Tenant, to exhibit the Premises to any prospective purchaser, Lender, mortgagee, or assignee of any mortgage on the Shopping Center and to others having an interest therein at any time during the Term, and to prospective tenants during the last three (3) months of the Term.
 - (8) To take any and all measures, including entering the Premises for the purpose of making inspections, repairs, alterations, additions and improvements to the Premises or to the Shopping Center (including for the purpose of checking,

calibrating, adjusting and balancing controls and other parts of the Shopping Center Systems), as may be necessary or desirable for the operation, improvement, safety, protection or preservation of the Premises of the Shopping Center, or in order to comply with all Laws, orders and requirements of governmental or other authority, or as may otherwise be permitted or required by this Lease;

- (9) To modify, reduce or discontinue services provided within the Shopping Center.
- (10) To relocate various facilities within the Shopping Center and the Property if Landlord shall determine such relocation to be in the best interest of the development of the Shopping Center and the Property; provided that such relocation will not materially restrict Tenant's access to the Premises;
- (11) To install vending machines of all kinds in the Shopping Center and to receive all of the revenue derived therefrom; provided, however, that Landlord will not install vending machines in the Premises unless Tenant so requests;
- (12) To implement security systems which Landlord deems reasonable, necessary or convenience; and
- (13) To file a UCC financing statement to perfect any liens for any lawful collateral in favor of Landlord created by this Lease or any applicable statute.

B. Landlord's Exercise of Reserved Rights. Landlord shall attempt to perform any such work described in Section 17(A) with the least inconvenience to Tenant as possible; provided, however, that Tenant agrees that Landlord will not be liable for inconvenience, annoyance, disturbance, loss of business, or other damage to Tenant by reason of performing any work or by bringing or storing materials, supplies, tools or equipment in the Shopping Center during the performance of any work, and the obligations of Tenant under this Lease shall not thereby be affected in any manner whatsoever, and in no event will Tenant be permitted to withhold or reduce Rent or other charges due hereunder as a result of same or otherwise make claim against Landlord for interruption or interference with Tenant's business and/or operations.

C. Inspections. Tenant shall permit the Landlord, the Shopping Center Manager and its authorized representatives to enter the Premises to show the Premises at reasonable times, in the case of an emergency or to inspect the Premises, to clean the Premises, to serve or post notices as provided by law or which Landlord deems necessary for the protection of Landlord or Landlord's property, and to make such repairs, improvements, alterations, or additions in the Premises or in the Shopping Center of which they are a part as Landlord may deem necessary or appropriate. If Tenant is not personally present to open and permit an entry into the Premises at any time when such an entry is

necessary or permitted hereunder, Landlord may enter forcibly, only in the case of an emergency, without liability to Tenant and without affecting this Lease.

- D. Shoring. If any excavation or construction is made adjacent to, upon or within the Shopping Center, or any part thereof, Tenant shall afford to any and all persons causing or authorized to cause such excavation or construction license to enter upon the Premises for the purpose of doing such work as such persons shall deem necessary to preserve the Shopping Center or any portion thereof from injury or damage and to support the same by property foundations, braces and supports, without any claim for damages or indemnity or abatement of the Rent, or of a constructive or actual eviction of Tenant.

ARTICLE 18.

MISCELLANEOUS PROVISIONS

- A. NOTICES. All notices under this Lease must be in writing and will be deemed sufficiently given for all purposes if, to Tenant, by delivery to Tenant at the Premises during the hours the Shopping Center is open for business or by certified mail, return receipt requested or by overnight delivery service (with one acknowledged receipt), to Tenant at the address set forth below, and if to Landlord, by certified mail, return receipt requested or by overnight delivery service (with one acknowledged receipt), at the addresses set forth below, or at such other address from time to time established by Landlord.

Landlord: at address shown in Article 1, Section A

Tenant: at address shown in Article 1, Section A

- B. Brokerage. Landlord and Tenant represent and warranty to each other that neither has dealt with any broker, finder or agent except for the Broker(s) identified in Article 1, Section A. Tenant represents and warrants to Landlord that (except with respect to the Broker(s) identified in Article 1, Section A, and with whom Landlord has entered into a separate brokerage agreement) no broker, agent, commission salesperson, or other person has represented Tenant in the negotiations for and procurement of this Lease and of the Premises and that no commissions, fees, or compensation of any kind are due and payable in connection herewith to any broker, agent commission salesperson, or other person. Tenant agrees to indemnify and hold harmless Landlord, its agents, members, partners, representatives, officers, affiliates, shareholders, employees, successors and assigns, and Landlord agrees to indemnify and hold harmless Tenant, its agents, members, partners, representatives, officers, affiliates, shareholders, employees, successors and assigns, from and against any and all losses, liabilities, claims, suits or judgments (including, without limitation, attorneys' fees (in an amount of fifteen percent (15%) of the amount recovered) and court costs incurred in

connection with any such claims, suits, or judgments, or in connection with the enforcement of this indemnity) for any fees, commissions or compensation of any kind which arise out of or are in any connected with any claimed agency relationship not referenced in Article 1, Section A.

- C. Relationship of the Parties. Nothing contained in this Lease shall be construed by the parties hereto, or by any third party, as constituting the parties as principal and agent, partners or joint ventures, nor shall anything herein render either party (other than a guarantor) liable for the debts and obligations of any other party, it being understood and agreed that the only relationship between Landlord and Tenant is that of landlord and tenant.
- D. Entire Agreement; Merger; Severability. This Lease and any Exhibits hereto embody the entire agreement and understanding between the parties respecting the Lease and the Premises and supersede all prior negotiations, agreements and understandings between the parties, all of which are merged herein. No provision of this Lease may be modified, waived or discharged except by an instrument in writing signed by the party against which enforcement of such modification, waiver or discharge is sought. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impact, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
- E. Memorandum of Lease. Neither party, without the written consent of the other, may execute or report this Lease or any summary or memorandum of this Lease in any public recorder's office.
- F. Successors and Assigns; Survival. The conditions, covenants and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. Any obligations of Tenant occurring prior to the expiration or earlier termination of this Lease shall survive such expiration or earlier termination.
- G. Waiver of Jury Trial; Governing Law.
- (1) :LANDLORD AND TENANT HEREBY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY CLAIM, ACTION, PROCEEDING OR COUNTERCLAIM BY EITHER LANDLORD OR TENANT AGAINST EACH OTHER OR ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, AND/OR TENANT'S USE OR OCCUPANCY OF THE PREMISES.
 - (2) This lease is to be governed by the law of the State where the Shopping Center is located. No conflicts of law rules of any state or country (including, without limitation, the conflicts of law rules of the State in which the Shopping Center is located) shall be applied to result in the application of any substantive or

procedural laws of any state or country other than the State in which the Shopping Center is located. All controversies, claims, actions or causes of action arising between the parties hereto and/or their respective successors and assigns, shall be brought, heard and adjudicated by the courts of the State of Georgia, with venue in the County where the Shopping Center is located. Each of the parties hereto waives any right such party has or may have to require venue to be determined pursuant to The Constitution of the State of Georgia, Article VI, Section II, or pursuant to any other statutory provision of Georgia Law to the extent such constitutional or statutory provision would specify venue in any County other than that in which the Shopping Center is located. Each of the parties hereto hereby consents to personal jurisdiction by the courts of the State of Georgia in connection with any such controversy, claim, action or cause of action, and each of the parties hereto consents to service of process by any means authorized by the law of the State in which the Shopping Center is located and consent to the enforcement of any judgment no obtained in the courts of the State in which the Shopping Center is located on the same terms and conditions as if such controversy, claim, action or cause of action had been originally heard and adjudicated to a final judgment in such courts. Each of the parties hereto further acknowledges that the laws and court of the State in which the Shopping Center is located were freely and voluntarily chosen to govern this Lease and to adjudicate any claims or disputes hereunder.

- H. Exhibits. All exhibits attached to this Lease are a part hereof and are incorporated herein by reference and all provisions of such exhibits shall constitute agreements, promises and covenants of this Lease.
- I. Captions; Definition of Landlord and Tenant. The captions and headings used in this Lease are for convenience only and in no way define or limit the scope, interpretation or content of this Lease. "Landlord" and "Tenant" shall be applicable to one or more parties as the case may be, and the singular shall include the plural, and the neuter shall include the masculine and feminine; and if there is more than one (1), the obligations thereof shall be joint and several. For purposes of any provisions indemnifying or limiting the liability of Landlord, the term "Landlord" shall include Landlord's present and future partners, beneficiaries, trustees, officers, directors, employees, shareholders, principals, agents, affiliates, successors and assigns.
- J. Time of Essence. Each covenant herein is a condition and time is of the essence with respect to the performance of every provision of this Lease.
- K. Confidentiality. Tenant acknowledges that the content of this Lease and any related documents are confidential information. Tenant shall keep such confidential information strictly confidential and shall not disclose such confidential information to any person or entity other than Tenant's Broker and its financial, legal and space planning consultants and any proposed subtenants or assignees.

- L. Counterparts. This Lease may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- M. Landlord will install light fixtures of the tenants choice in the dining area with a maximum of \$1,000 cost.
- N. Landlord will allow the tenant to use all Furniture, Fixtures and Equipment located in the premises and listed in the addenda. The tenant will be responsible for repair and maintenance that might be necessary during the term of this lease. These items will be returned in operating order, normal wear and tear excepted at the end of the lease.
- O. Paul A. Laneback, Sr. is a licensed Realtor in the State of Georgia.
- P. Tenant is allowed to paint walls at your own expense with prior approval.

THE SUBMISSION OF THIS LEASE BY LANDLORD, ITS AGENT OR REPRESENTATIVE FOR EXAMINATION OR EXECUTION BY TENANT DOES NOT CONSTITUTE AN OPTION OR OFFER TO LEASE THE PREMISES UPON THE TERMS AND CONDITIONS CONTAINED HEREIN OR A RESERVATION OF THE PREMISES IN FAVOR OF TENANT, AND THIS LEASE SHALL ONLY BECOME EFFECTIVE UPON THE EXECUTION HERETO BY LANDLORD AND TENANT.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have duly executed this Lease with the Exhibits attached hereto, as of the day and year first written above.

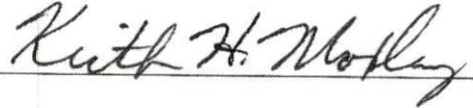
TENANT

The terms, provisions and conditions of this Lease have been duly authorized by Tenant and all actions or other formalities required by the Articles of Incorporation, Bylaws and/or Resolutions of the Shareholders and/or Directors to authorize the execution of this Lease and to bind Tenant thereto have been taken, and to the knowledge of the undersigned, the execution of this Lease by Tenant does not violate any provision of the Articles of Incorporation, Bylaws or Resolution of Tenant, or any law, regulation or rule governing Tenant.

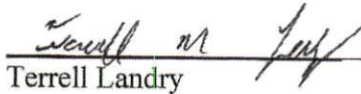
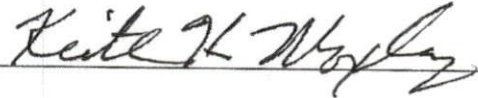
WITNESS OR ATTEST;



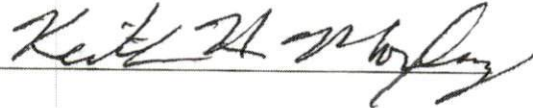
Chef's Choice, LLC
By: Melissa Pettinato



Chef's Choice, LLC
By: Matthew Hickman

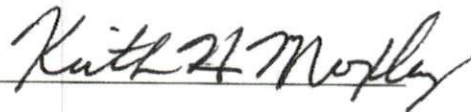


Terrell Landry

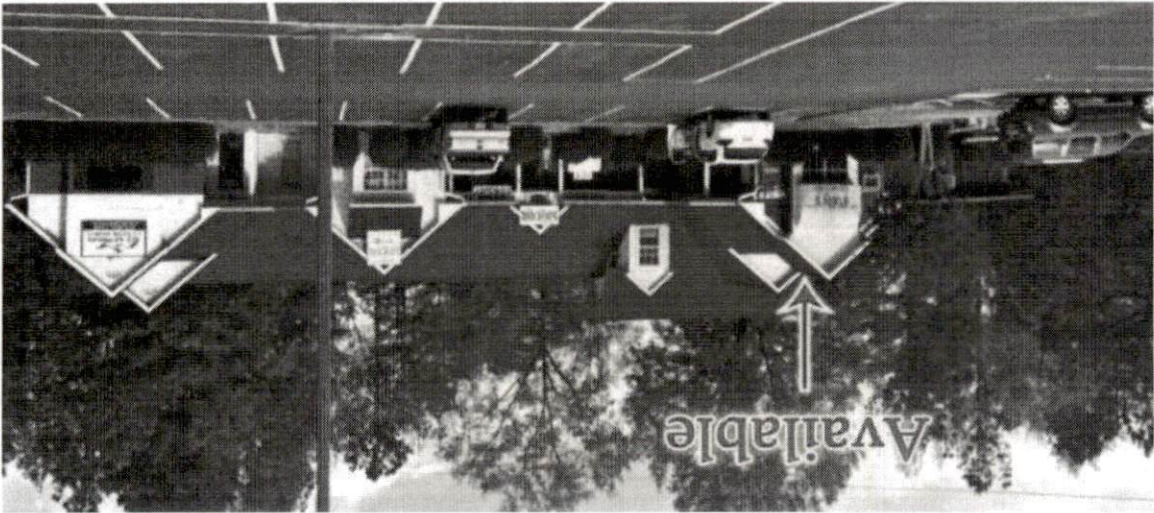
**LANDLORD**

WITNESS OR ATTEST:

PAL ZEBULON, LLC



By: Paul A. Laneback, Sr.
Its: Managing Member



PLAN SHOWING PREMISES

EXHIBIT A

EXHIBIT A-1 - PROPERTY LEGAL DESCRIPTION

Doc ID: 004229080004 Type: GLA
 Filed: 01/31/2007 at 02:07:00 AM
 Fee Amt: \$1,062.50 Page 1 of 4
 Transfer Tax: \$1,048.50
 Bibb County Superior Court
 Dianne Brennan Clerk
 BK 7373 PG 257-260

RETURN TO:
 SELL & MELTON, LLP
 577 MULBERRY ST., SUITE 1400
 MACON, GA 31201

WARRANTY DEED

A20194

STATE OF GEORGIA,

COUNTY OF BIBB.

THIS INDENTURE, made this 29th day of January, 2007, between **EYLOWTE MILLS AND POLLY F. MILLS** of the State of Georgia and County of Bibb, hereinafter called the "First Party," and **JOMAS II, LLC**, a Georgia limited liability company, hereinafter called the "Second Party,"

WITNESSETH: That the First Party, for and in consideration of the sum of One Hundred Dollars (\$100.00) and other valuable considerations, cash in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, does by these presents, grant, sell, convey and confirm unto the Second Party, all of the following described property, to-wit:

All that tract or parcel of land lying and being in Land Lot 209, 13th Land District, Bibb County, Georgia, and being more particularly described according to a plat made by Thomas M. Patton for Mobil Oil Corporation on October 15, 1970 and revised October 29, 1970 and January 26, 1971, recorded in Plat Book 47, Page 124, Clerk's Office, Bibb Superior Court, as follows:

BEGINNING at the concrete Right-of-Way Monument which marks the point of intersection of the North line of the Right-of-Way of Zebulon Road with the Northwest line of the Right-of-Way of the Southbound off-ramp of Interstate Highway No. 475 (which point is also the end of limited access), and running thence along the Right-of-Way of Zebulon Road North 89 degrees, 15 minutes, 23 seconds West 220 feet to an iron pin; thence North 0 degrees, 44 minutes, 37 seconds East 200 feet to an iron pin; thence South 89 degrees, 03 minutes, 23 seconds East 176.31 feet to a concrete Right-of-Way monument on the Southwest line of the Right-of-Way of the Southbound off-ramp of Interstate Highway No. 475; thence along said Right-of-Way line South 19 degrees, 20 minutes, 23 seconds East 177.2 feet to a concrete monument; and thence

LTOM, L.L.P.
 5th Floor
 400 1/2 Street
 Box 336
 31102-0336
 404-6521
 763-6495

\\TX.09\13000\136580001.WD:wpd

Page 1

continuing along said off-ramp Right-of-Way South 28 degrees, 15 minutes, 37 seconds West 37.14 feet to the point of BEGINNING.

Also conveyed without warranty is all of Grantors' right, title and interest in and to the following described parcel of land:

All that parcel of land lying and being in Land Lot 209 in the Thirteenth Land District of Bibb County, Georgia, being more particularly described according to the above mentioned plat by Thomas M. Patton as follows: BEGINNING on the Southwest line of the Interstate Highway No. 475 off-ramp at the concrete Right-of-Way monument marking the Northeast corner of the parcel of land described and conveyed above and running thence North 89 degrees, 03 minutes, 23 seconds West 15.99 feet; thence running Northwesterly along the arc of a circle with a radius of 1,048.92 feet (which arc at all points is 15.0 feet distance from the arc of the Right-of-Way of the Interstate Highway No. 475 off-ramp) a distance of 117.94 feet; thence North 26 degrees, 05 minutes, 42 seconds West 301.48 feet; thence Northwesterly along the arc of a circle having a radius of 1,048.92 feet (which arc is also 15.0 feet distance from the arc of said off-ramp Right-of-Way) a distance of 261.25 feet; thence Northwesterly along the arc of a curve with a radius of 11,624.16 feet (which arc is also 15 feet distance from said off-ramp Right-of-Way) 204.18 feet; thence South 50 degrees, 37 minutes, 52 seconds West 15 Feet; thence Northwest along the arc of a circle with a radius of 11,639.16 feet (which arc is at all points 30 feet from said off-ramp Right-of-Way) a distance of 30 feet; thence North 50 degrees, 37 minutes, 52 seconds East 30 feet to said off-ramp Right-of-Way; thence Southeast along said Right-of-Way 233.91 feet (arc measurement); thence continuing Southeast along said Right-of-Way 265.17 feet (arc measurement); thence continuing along said Right-of-Way South 26 degrees, 05 minutes, 42 seconds East 301.48 feet; and thence continuing along said Right-of-Way 125.44 feet (arc measurement) to the point of BEGINNING.

This is the same property described in a Warranty Deed dated December 10, 1996 from Mildred C. Neal to Eylowte Mills and Polly F. Mills recorded in Deed Book 2982, Page 237, Clerk's Office, Bibb Superior Court.

LESS AND EXCEPT : All that Tract or Parcel of land lying and being in Land Lot 209 of the 13th Land District as more particularly described in a Right-of-Way Deed from Eylowte and Polly Mills to the Georgia Department of Transportation, recorded in Deed Book 6106, Page 195, said Clerk's Office.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereunto belonging or in any wise appertaining to every proper use, benefit and behoof of the Second Party, its heirs, executors, administrators and assigns in FEE SIMPLE;

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Page 2

And the First Party, their heirs, executors, and administrators, will warrant and forever defend the right and title to the above-described property unto the Second Party, its heirs, executors, administrators and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the First Party has signed, sealed and delivered these presents, the day and year first above written.

Elyse Mills (SEAL)
ELYSE MILLS

Polly F. Mills (SEAL)
POLLY F. MILLS

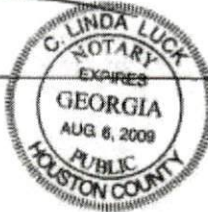
Signed, sealed and delivered
in the presence of:

James F. Mills
(UNOFFICIAL WITNESS)

C. Linda Luck
NOTARY PUBLIC.

My commission expires: _____

(AFFIX NOTARY SEAL HERE)



TON,LLP.
18th Floor
1000 Peachtree Street
N.W.
Atlanta, GA 30309
404.521.7425

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Page 3

EXHIBIT B

OPTION TO EXTEND TERM

One 1 (one year) option at the following rates and terms:

Period	Annual Rent	Monthly Base Rent	Additional Rent/CAM, etc.
07/01/2024- 6/30/2025	\$12.76 psf or	\$2,300.00	To be determined

EXHIBIT CSHOPPING CENTER RULES AND REGULATIONS

The following rules and regulations shall apply, where applicable, to the Premises, the Shopping Center, the parking facilities (if any), the Property and the appurtenances. In the event of a conflict between the following rules and regulations and the remainder of the terms of the Lease, the remainder of the terms of the Lease shall control. Capitalized terms have the same meaning as defined in the Lease

Sidewalks, doorways, vestibules, halls stairways, and other similar areas shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress and egress to and from the Premises. No rubbish, litter, trash, or material shall be placed, emptied or thrown in those areas. At no time shall Tenant permit Tenant's employees to loiter in Common Areas or elsewhere about the Shopping Center.

2. Plumbing fixtures and appliances shall be used only for the purpose for which designed and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed in the fixtures or appliances. Damage resulting to fixtures or appliances by Tenant, its agents, employees or invitees shall be paid for by Tenant and Landlord shall not be responsible for the damage.

3. No signs, advertisements or notices shall be painted or affixed to windows, doors or other parts of the Shopping Center, except those of such color, size style and in such places as are first approved in writing by Landlord. All initial tenant identification and suite numbers at the entrance to the Premises, using the standard graphics for the Shopping Center, shall be installed and paid for by Tenant. Except in connection with the hanging of lightweight pictures and wall decorations, no nails, hooks or screws shall be inserted into any part of the Premises or Shopping Center except by the Shopping Center maintenance personnel without Landlord's prior approval, which approval shall not be unreasonably withheld.

4. All contractors, contractor's representatives and installation technicians performing work in the Shopping Center shall be subject to Landlord's prior approval, which approval shall not be unreasonably withheld, and shall be required to comply with Landlord's standard rules, regulations, policies and procedures, which may be revised from time to time.

5. Landlord shall have the right to approve the weight, size or location of heavy equipment or articles in and about the Premises, which approval shall not be unreasonably withheld. Damage to the Shopping Center by the installation, maintenance, operating, existence or removal of Tenant's property shall be repaired at Tenant's sole expense.

6. Tenant shall not: (1) make or permit any improper, objectionable or unpleasant noises or odors in the Shopping Center, or otherwise interfere in any way with other tenants or persons having business with them; (2) solicit business or distribute or cause to be distributed, in any portion of the Shopping Center, handbills, promotional materials or other advertising; or (3) conduct or permit other activities in the Shopping Center that might, in Landlord's sole opinion, constitute a nuisance.

7. No animals, except those assisting handicapped persons, shall be brought into the Premises.

8. No inflammable, explosive or dangerous fluids or substances shall be used or kept by Tenant in the Premises, Shopping Center or about the property. Tenant shall not, without Landlord's prior written consent, use, store, install, spill, remove, release or dispose of, within or about the Premises or any other portion of the Property, any asbestos containing materials or any solid, liquid or gaseous material now or subsequently considered toxic or hazardous under the provisions of 42 U.S.C. Section 9601 et. Seq. or any other applicable environmental Law which may not or later be in effect. Tenant shall comply with all Laws pertaining to and governing the use of these materials by Tenant and shall remain solely liable for the costs of abatement and removal.

9. Tenant shall not use or occupy the Premises in any manner or for any purpose which might injure the reputation or impair the present or future value of the Premises or the Shopping Center. Tenant shall not use, or permit any part of the Premises to be used for lodging, sleeping or for any illegal purposes.

10. Tenant shall not take any action which would violate Landlord's labor contracts or which would cause a work stoppage, picketing, labor disruption or dispute or interfere with Landlord's or any other tenant's or occupant's business or with the rights and privileges of any person lawfully in the Shopping Center ("Labor Disruption). Tenant shall take the actions necessary to resolve the Labor Disruption and shall have pickets removed and, at the request of Landlord, immediately terminate any work in the Premises that gave rise to the Labor Disruption, until Landlord gives its written consent for the work to resume. Tenant shall have no claim for damages against Landlord, nor shall the Commencement Date of the Term be extended as a result of the above actions.

11. Tenant shall not install, operate or maintain in the Premises or in any other area of the Shopping Center, electrical equipment that would overload the electrical system beyond its capacity for proper, efficient and safe operation as determined solely by Landlord. Tenant shall not furnish cooling or heating to the Premises, including, without limitation, the use of electric or gas heating devices, without Landlord's prior written consent.

12. Tenant shall not operate or permit to be operated a coin or token operating vending machine or similar device (including, without limitation, telephones, lockers, toilets, scales, amusement devices and machines for sale of beverages, foods, candy cigarettes and

other goods), except for machines for the exclusive use of Tenant's employees and invitees.

13. Landlord may from time to time adopt systems and procedures for the security and safety of the Shopping Center, its occupants, entry, use and contents. Tenant, its agents, employees, contractors, guests and invitees shall comply with Landlord's systems and procedures.

14. Landlord shall have the right to prohibit the use of the name of the Shopping Center or any other publicity by Tenant that in Landlord's reasonable opinion may impair the reputation of the Shopping Center or its desirability. Upon notice from Landlord, Tenant shall refrain from and discontinue such publicity immediately.

15. Landlord shall have the right to designate and approve standard window coverings for the Premises and to establish rules to assure that the Shopping Center presents a uniform exterior appearance. Tenant shall ensure, to the extent reasonably practicable, that window coverings are closed on windows in the Premises while they are exposed to the direct rays of the sun.

EXHIBIT DGUARANTY OF LEASE

FOR VALUE RECEIVED, the undersigned ("Guarantors") hereby unconditionally Guarantees ("Guaranty") to Landlord, the performance by Tenant (defined herein) of all of the terms, provisions, conditions, and covenants on Tenant's part to be performed under that certain lease commencing on December 29, 2019 (the "Lease"), **PAL ZEBULON, LLC** ("Landlord") and Melissa Pettinato, Matthew Hickman and Terrell Landry ("Tenant"), for certain premises known as Suite A and E of 6351 Zebulon Road, Macon, GA.

2. This Guaranty is given to induce Landlord to enter into the Lease reference above. Guarantor acknowledges and agrees that this Guaranty may be enforced by Landlord without regard to and independent of any action Landlord may have or may have initiated against Tenant. Guarantor expressly waives any right it may have to require Landlord to:

- (a) Proceed against Tenant; or
- (b) Proceed against, foreclose, or exhaust any security granted to Landlord by Tenant or pursue any other remedy before enforcing Guarantor's obligations under this Guaranty.

3. This Guaranty is an irrevocable, unconditional and absolute guarantee of payment and performance. If for any reason any duty, agreement or obligation of Tenant contained in the Lease shall not be performed or observed by Tenant, or of any amounts or any part thereof payable under or in connection with the Lease shall not be paid promptly when due, Guarantors will promptly perform or cause to be performed each of such duties, agreements and obligations. Guarantors will forthwith pay such amounts to Landlord or its assigns regardless of any defense or setoff or counterclaim which Tenant or Guarantors may have or assert, and regardless of whether Landlord, or anyone on Landlord's behalf, shall have instituted any suit, action or proceeding or taken any other steps to enforce any rights against Tenant or any other person, or any collateral at any time securing the Lease, to compel any such performance or to collect all or any part of any such amounts either pursuant to the provisions of the Lease or at law or in equity, and regardless of any other condition or contingency. The Guarantors waive the provisions of O.C.G.A. Sec. 10-7-24 et seq.

4. Guarantors' obligations hereunder shall not be affected by (a) any defect in the genuineness, validity, regularity, or enforcement of the Lease, (b) any action or delay or failure to take action by Landlord under or with respect to the Lease, (c) the occurrence of any event of default under the Lease, (d) any sale or other disposition of all or substantially all of the assets of Tenant or any merger, consolidation, or amalgamation to which Tenant may be a party, whether with or without the consent of Landlord, (e) any assignment or transfer in whole or in part of the Lease or the leased premises, whether with or without notice to Guarantors, (f) any future dealings between Tenant and Landlord

(including future leases, loans, or extensions of credit, secured or unsecured), pursuant to the present or future provisions of the Bankruptcy Code or any other state or federal statute or by the decision of any court, (h) the acceptance by Landlord of any additional guaranty, or (i) any other matter, whether similar or dissimilar to the foregoing.

5. Guarantors agree that, without notice to or the consent of Guarantors, and without affecting Guarantors' obligations hereunder, Landlord may upon such terms as Landlord may deem advisable:

- (a) Extend, in whole or in part, the time of payment of any indebtedness owing by tenant under the Lease;
- (b) Release, surrender, exchange, modify, impair, or extend the period of duration of, of the time for, any collateral security for, performance of any term, provision, covenant or condition of the Lease on Tenant's part to be performed;
- (c) Settle or compromise any claim of Landlord against Tenant or against any person whose obligation is held by Landlord as collateral security for Tenant's performance; and
- (d) Enter into any lease amendment with Tenant, or consent to any assignment of the lease or sublease of all or a portion of the leased premises.

Guarantors waive all defenses, counterclaims, or offsets which Guarantors may have by reason of the above.

6. Guarantors waive:

- (a) Notice of acceptance of this Guaranty by Landlord;
- (b) Any defense provided by any anti-deficiency judgment statute;
- (c) Notice of any default of Tenant. Landlord, however, shall give Guarantors notice before enforcing this Guaranty and a reasonable opportunity to cure Tenant's default, in which case this Guaranty shall continue in full force and effect beyond
- (d) The benefit of all principles or provisions of law, statutory or otherwise, which are or might be in conflict with the terms of this Agreement.

7. Guarantors shall pay all costs of Landlord, whether suit is brought or not (including 15% attorney fees of the amount recovered by attorney and all costs of suit, whether in courts of original jurisdiction, or in courts of appellate jurisdiction, or through Bankruptcy Court or other legal proceedings), in case it becomes necessary for Landlord to enforce the provisions of this Guaranty, or if Landlord is made a part to any litigation because of this Guaranty.

8. Guarantors also agree as follows:

- (a) The written acknowledgment of, or a judgment of any court against Tenant that Tenant has default in any of the terms of the Lease, shall bind and be conclusive against Guarantors.
- (b) No delay or failure of the Landlord in exercising any right hereunder shall affect such right, nor shall any single or partial exercise of any right preclude any further exercise thereof. No modification or waiver of any provision of this Guaranty shall be effective unless in writing signed by the Landlord and then only in the specific instance and for the specific purpose for which given. All of the Landlord's rights and remedies shall be cumulative.
- (c) Guarantors' obligations hereunder shall not be affected by circumstances, whether or not referred to herein, which might otherwise constitute a legal or equitable discharge of a guarantor or surety.
- (d) Neither the Guarantors' obligation to make payment in accordance with the terms of this Guaranty nor any remedy for the enforcement thereof shall be impaired, modified, changed, released or limited in any manner by an impairment, modification, change, release or limitation of the liability of the Tenant or its estate in bankruptcy or of any remedy for the enforcement thereof, resulting from the operation of any present or future provision of the Bankruptcy Code or other statute, or from the decision of any court.

9. All notices or other communications required or permitted under this Guaranty shall be in writing and may be delivered by and, or mailed by first class registered or certified mail, return receipt requested, postage prepaid, or by recognized overnight delivery service, and addressed as follows:

If to Guarantors: 6351 Zebulon Road, Suite A, Macon, GA 31220

If to Landlord: At the address of Landlord set forth in the Lease

Changes in the respective addresses to which such notices may be directed may be made from time to time by either party by notice to the other party. Notices and consents given by mail in accordance with this paragraph shall be deemed to have been given on the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

10. The law of the State where the Shopping Center is located shall govern the validity, interpretation, construction, and performance of this Guaranty.

11. The invalidity of any provision of this Guaranty shall not affect the validity of the remaining provisions of this Guaranty. This Guaranty shall be construed as if it had been drafted by both Guarantors and Landlord. Guarantors hereby waive any right it might otherwise have to have this Guaranty construed in favor of Guarantors.

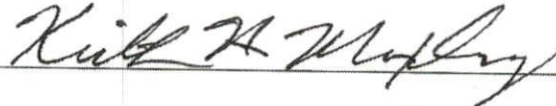
12. The terms and provisions of this Guaranty shall be binding upon the Guarantors, its heirs, successors and assigns, and shall inure to the benefit of the heirs and successors and assigns of Landlord. If there is more than one Guarantors under this Guaranty, their obligations under this Guaranty shall be joint and several. Notwithstanding any other provision herein to the contrary, Guarantors' obligations hereunder shall terminate on the Expiration Date.

Guarantors:

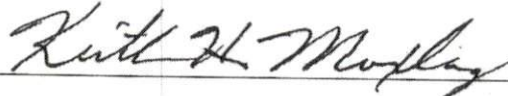
WITNESS OR ATTEST;



By: Melissa Pettinato



By: Matthew Hickman



By: Terrell Landry



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: [Signature] Date: 12/27/2023

Business Name Hickman's

I hereby certify that Melissa Pettinato (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 27 day of Dec., 2023

Jasmine Barnes
NOTARY PUBLIC

03.11.2025
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: [Signature] Date: 12/27/2023
(If different from Agent)

Title: Operating owner

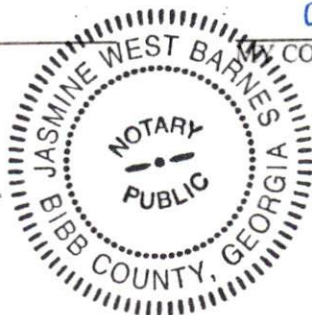
Business Name: Hickman's

I hereby certify that Melissa Pettinato (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 27 day of December, 2023

Jasmine Barnes
NOTARY PUBLIC

03.11.2025
MY COMMISSION EXPIRES



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: Hickman's

Business Address: 4351 Zebulon Rd Ste A Macon 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

10/30/2023
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: HICKMANS

Business Address: 11351 Zebulon Rd Ste A 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.

[Signature]

Code Enforcement Department Designee

10/19/2023
Date

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

[Signature]

Applicant/Agent Signature

10/30/2023
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>.

	melissa Pettinate	12/27/2023
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.

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Signature

Matthew Hickman

Print Name

12/27/2023

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.

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Terrell M Landry
Signature

Terrell M Landry
Print Name

12-27-23
Date



Alcohol License Questionnaire

Name of Business: Hickman's
 Owner's Name: Melissa Pettinato
 Address: 10351 Zebulon Rd Ste A
Nacon 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

Melissa Pettinato
 Printed Name of person completing form

Melissa Pettinato
 Signature of person completing form

10/30/2023
 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.

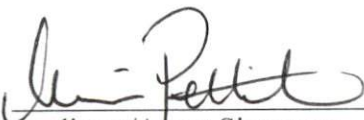
If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: Hickman's

Business Address: 10351 Zebulon Rd Ste A 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


Applicant/Agent Signature

10/30/2023
Date

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

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

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

Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: Terrell Michael Landry Business owner
2. Name of the subject of this Certificate, if different from the applicant: Hickman's
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.

Terrell M Landry
Print and Sign Name

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

Jasmine Barnes
Notary Public

My commission expires: 03.11.2025



Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: Matthew Hickman Operating Owner
2. Name of the subject of this Certificate, if different from the applicant:
Hickman's
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.

Matthew Hickman

Print and Sign Name

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

Garmin Barnes
Notary Public

My commission expires: 03.11.2025



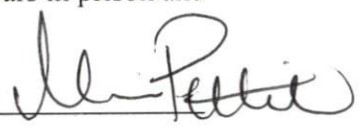
Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Melissa Pettinato
2. Name of the subject of this Certificate, if different from the applicant:
HICKMAN'S
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.

Melissa Pettinato 
Print and Sign Name

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

Gasmine Barnes
Notary Public
My commission expires: 03.11.2025



Landlord

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: PAL Zebulon, LLC / PAUL A. LANEBACK, Sr.
 2. Name of the subject of this Certificate, if different from the applicant:

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.

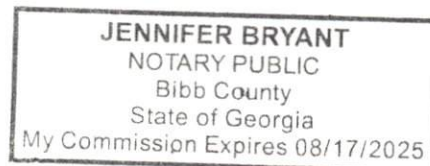
Laneback & Co, Inc. 100%
PAL Zebulon, LLC 100%
PAL Plantation, LLC 100%

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.

[Signature]
 Print and Sign Name

Sworn to and subscribed before me this
1st day of November, 2023.

[Signature]
 Notary Public
 My commission expires: 08/17/25





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

OFFICE USE ONLY

ALCOHOL APPLICATION

Applicant Name: Melissa Pettinato – Fingerprints Completed: 12.29.2023
 Terrell Landry – Fingerprints Completed: 12.28.2023
 Matthew Hickman – Fingerprints Completed: 01.04.2024

Business Name: Busy Corner Macon Inc dba Busy Corner

Business Address: 885 Martin Luther King Jr Boulevard, Macon, GA 31201

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

Granted

David J. Davis 1/18/2024
 Sheriff, Macon-Bibb County, Georgia Date
 1C561778CDEE414...

Denied

 Sheriff, Macon-Bibb County, Georgia Date

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

Granted

 Mayor, Macon-Bibb County, Georgia Date

Denied

 Mayor, Macon-Bibb County, Georgia Date

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

Granted



 Clerk of the Macon-Bibb County Commission, Georgia Date

Denied



 Clerk of the Macon-Bibb County Commission, Georgia Date



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

Review Form

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

The following required documents are included in the application:

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

Legal Review 1/29/2024 (Date) ^{DS}
SF (Initials)

Comments

After review, legal recommends approval.

Initials

^{DS}
SF

Stephanie Freeman, Administrative Office Specialist

ADDED TO THE FEBRUARY 6, 2024
PRE-COMMISSION AGENDA

Introductory Text

All current Alcohol Licenses expire December 31.

There is no grace period.

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

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

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

Application Questions

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

Application Type : Initial Application

Are you submitting a Business Continuation application?

Business Continuation : No

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

Non-Profit Business : No

Required Attachments

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

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

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

Alcohol Beverage Supplemental Packet:

Ltrr to Macon-Bibb County encl app - Santikos (FINAL E-FILED).pdf

Business Information

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

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

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

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

Business Name (DBA) : Amstar 16-Macon

Corporation Name : Santikos Theaters GAS LLC

Business Address : 5996 Zebulon Road

City : Macon

State : GA

Zip : 31210

Mailing Address : 4630 N Loop 1604 W, Suite 501

City : San Antonio

State : TX

Zip : 78249

Local Business Phone # : (210) 496-1300

Email : jacob@santikos.com

Owner Name : Santikos Theaters GAS, LLC

Owner Phone # : (210) 496-1300

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

Agent Information

Agent Information

Please provide the Alcohol Handler License Number for your Agent.

Alcohol Handler License Number : AH000822

Agent's First Name : HOLLY

Agent's Last Name : WOOD

Agent's Home Phone # : (478) 957-7618

Job Title : MANAGER

Agent's Home Address : 133 MIZE STREET

City : FORSYTH

State : GA

Zip : 31029

Social Security Number

License Fees

License Fees (ADD All that Apply)

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

License Fees:

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

License Fee : Malt Consumed on Premise - \$800

License Fee : Wine Consumed on Premise - \$700

License Fee : Temporary Alcohol - \$100

Armed Security Personnel

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

Yes/No : No

Certification and Attestation

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

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

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

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

Digital Signature

Your Name Here : Holly D. Wood

Date

Today's Date : 10/03/2023



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

2021 LICENSE FEES (Check All That Apply)						
	*Distilled Spirits Packaged to Go	\$2,900		*Malt Packaged to Go	\$800	Wine Packaged to Go \$700
X	*Distilled Spirits C.O.P.	\$2,900	X	*Malt C.O.P.	\$800	X 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 \$300
	Malt Beverage Taproom	\$2,500		Cocktail Room	\$2,500	Alcohol Beverage Caterer \$600
						X Temporary Alcohol License \$100
Please check here if you are applying for a Business Continuation License.						
Business Continuation License 25% of applicable licensing fees						
*Distilled Spirits (Liquor)			*Malt (Beer)			*C.O.P. (Consumed on Premises)

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

\$ 1,466.67 Prorated Alcohol License Fees + \$ 400 Application Fee, if applicable = Total \$ 1,866.67

Agent Information

1. Agent/Owner(s) must complete and sign the 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 good standing.
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 copy of GA Secretary of State Business information.
8. If NON-PROFIT entity...Proof on Nonprofit 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.07/2021

Select One: New Business Change of location X Change of Business

BUSINESS

Federal Tax ID #: 93-1637370 State Tax ID #: 308-868588
 Business Name: Santikos Theater GAS, LLC Corporate and Trade Name: Santikos Theaters GAS, LLC d/b/a Amstar 16-Macon
 Local Business Address: 5996 Zebulon Road, Macon, GA 31210
(P.O. Box Not Allowed) City State Zip
 Mailing Address: 4630 N Loop 1604 W, Ste 501, San Antonio, TX 78249
(P.O. Box Not Allowed) City State Zip
 Local Business Phone #: (210) 496-1300 Email Address: jacob@santikos.com
 Contact Person: Mindy L. Thompson, Esq., Sard & Leff, LLC Contact Phone #: (770) 644-0800

AGENT

Agent's Name: Holly D. Wood Agent's Title: Manager
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Home Address: 133 Mize Street City: Forsyth State: GA Zip: 31029
 Home Phone #: 478-957-7618 Email: hollyw@southerntheatres.com
 Mailing Address: 5996 Zebulon Road, City: Macon State: GA Zip: 31210

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: Robert T. Handren * Title: CEO and 0% member of Santikos Theaters GAS, LLC
 Home Address: 615 Menger Springs City: Boerne State: TX Zip: 78006
 Home Phone #: (210) 496-1300 Email: jacob@santikos.com
 Mailing Address: 4630 N Loop 1604 W, Ste 501 City: San Antonio State: TX Zip: 78249

*Santikos Theaters GAS, LLC is the owner of the business. Mr. Handren is only identified for purposes of Macon Bibb County Code of Ordinances Section 4-23(b)(2)(C).

Rev. 10/2021

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):	Robert Timothy Handren		
Home Address:	615 Menger Springs, Boerne, TX 78006		
Sex	Race	Date of Birth	Social Security Number
Male	Caucasian		



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



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

Signature



Date

10/12/2023

*****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</i> 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): Holly Danielle Wood			
Home Address: 133 Mize Street, Forsyth, GA 31029			
Sex	Race	Date of Birth	Social Security Number
Female	Caucasian		

☒ This authorization is valid for 90/180/____ (circle one) days from date of signature.
☒ I, Holly D. Wood, 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 <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 Handler's 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.
OR
 2) ☐ I am a legal permanent resident of the United States.
OR
 3) ☐ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

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

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

The secure and verifiable document provided with this affidavit can best be classified as Driver's license.

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

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

Printed Name of Applicant: Robert T. Handren

Signature of Applicant: *Robert T. Handren*

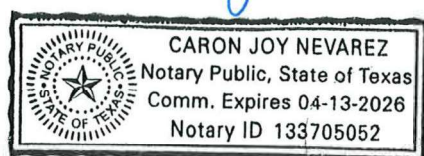
Executed in San Antonio, Texas
 (City) (State)

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 12th DAY OF October, 20 23

NOTARY PUBLIC

04/13/2026
 MY COMMISSION EXPIRES



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

**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) x 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.

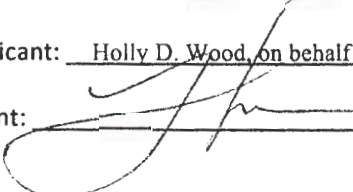
**Please check only one option above and submit the required documents with your application.
Please note that the failure to do so will result in a processing delay.**

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.

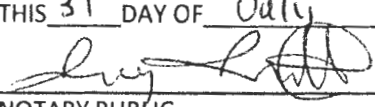
Business Name: Santikos Theaters GAS, LLC d/b/a Amstar 16-Macon

Printed Name of Applicant: Holly D. Wood, on behalf of Santikos Theaters GAS, LLC

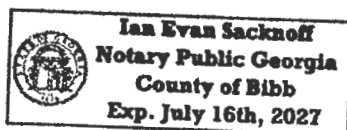
*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 31 DAY OF July, 2023.


NOTARY PUBLIC

07/16/2027
MY COMMISSION EXPIRES



MEASUREMENT FORM

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

APPLICANT: SANTIKOS THEATERS GAS, LLC.
PROPOSED LICENSE: BEER, WINE, AND LIQUOR CONSUMED ON PREMISES
BUSINESS LOCATION: 5996 ZEBULON ROAD
BUSINESS NAME: SANTIKOS THEATERS GAS, LLC D/B/A AMSTAR 16-
MACON

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

Date: 8-9-2023

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 – Restaurant)

BEER, WINE & LIQUOR

Or

BEER & WINE

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

Amstar 16 - Macon

#5996 Zebulon Road

25,800' – ALCOHOLIC TREATMENT CENTER property line

River Edge - Fulton Mill Road

22,800' – MHA housing unit property line

Martin Place

✓ JCB

OK!

Paul J. Hoinowski
August 7, 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
24185	452375	Print Legal Ad-IPL01343260 - IPL0134326		\$46.36	1	29 L

Attention:

SARD & LEFF LLC
3789 ROSWELL ROAD
ATLANTA, GA 30342

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 August 14, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Santikos Theaters GAS, LLC/Amstar 16-Macon, 5996 Zebulon Road Macon, GA 31210. 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 7, 2023. Santikos Theaters GAS, LLC, Applicant
IPL0134326
Aug 7, 14 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:
08/07/23, 08/14/23

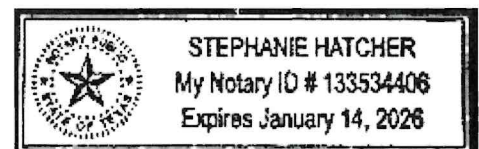
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 14th 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-2023-1796	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 09/21/2023
ISSUED TO NAME:	Sard & Leff, LLC	
	Amstar 16-Macon	
PROPERTY OWNER'S NAME:	EPT Macon, Inc.	
PROPOSED USE:	Existing: Commercial, Industrial, or Institutional	
ADDRESS OF PROPOSED USE:	6701 PEAKE RD AKA 5996 Zebulon Rd	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	1005-0519	ZONING DISTRICT: PDE

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, department approvals on file and zoning compliance number 18-21449; approval is granted to change the ownership and operate Amstar 16- Macon with alcohol consumed on premise. No outside storage, sales or display is authorized. No signage authorized by this permit; signage shall require a separate zoning permit. Subject to filing a copy of the Macon Bibb County Alcoholic Beverage License with the zoning office. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY 09/21/2024

APPROVED BY: Butch Sementilli

NOTICE

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

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

CERTIFICATE OF AUTHORITY

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

Santikos Theaters GAS, LLC
a Foreign Limited Liability Company

has been duly formed under the laws of **Texas** and has filed an application meeting the requirements of Georgia law to transact business as a **Foreign Limited Liability Company** in this state.

WHEREFORE, by the authority vested in me as Secretary of State, the above **Foreign Limited Liability Company** is hereby granted, on **06/13/2023**, a certificate of authority to transact business in the State of Georgia as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said application.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **06/15/2023**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

APPLICATION FOR CERTIFICATE OF AUTHORITY

Electronically Filed

Secretary of State

Filing Date: 6/13/2023 10:38:55 AM

BUSINESS INFORMATION

CONTROL NUMBER	23130066
BUSINESS NAME	Santikos Theaters GAS, LLC
BUSINESS TYPE	Foreign Limited Liability Company
EFFECTIVE DATE	06/13/2023
HOME JURISDICTION	Texas
DURATION	Perpetual
NAME IN HOME STATE	Santikos Theaters GAS, LLC
DATE OF FORMATION IN HOME JURISDICTION	05/24/2023
COMMENCEMENT DATE IN GEORGIA	06/30/2023

PRINCIPAL OFFICE ADDRESS

ADDRESS	4630 N. Loop 1604 West, Suite 501, San Antonio, TX, 78249, USA
----------------	--

RECORDS ADDRESS

ADDRESS	4630 N. Loop 1604 West, Suite 501, San Antonio, TX, 78249, USA
----------------	--

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Capitol Corporate Services, Inc.	3675 Crestwood Pkwy NE, Suite 350, Duluth, GA, 30096, USA	Gwinnett

MANAGER(S)

NAME	TITLE	ADDRESS
Santikos Theaters, LLC	MANAGER	4630 N. Loop 1604 West, Suite 501, San Antonio, TX, 78249, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Tim Handren
AUTHORIZER TITLE	Authorized Person

The foreign limited liability company undertakes to keep its records at the address shown above until its registration in Georgia is canceled or withdrawn. The foreign limited liability company, in accordance with Title 14 of the Official Code of Georgia Annotated, appoints the Secretary of State as agent for service of process if no agent has been appointed in Georgia or, if appointed, the agent's authority has been revoked or the agent cannot be found or served by the exercise of reasonable diligence.

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: Amstar 16 - Macon Name of Corporation: Santikos Theaters GAS, LLC

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

Individual:

Name and Title: Robert T. Handren Telephone Number: (210) 496-1300

Date of Birth: Social Security Number:

Residential Street Address: 615 Menger Springs, Boerne, TX 78006

Mailing Address: 4630 North Loop 1604 W, Ste. 501, San Antonio, TX 78249

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: 1
 - ☐ Member holdings 100% of all outstanding membership interests
- ☐ Privately Held Corp./Company
 - ☐ Corporate Officer: Yes ___ No ___
 - ☐ Shareholder holding ___% of all outstanding ownership interests.
- ☐ Publicly Traded Company
 - ☐ Corporate Officer: Yes ___ No ___
- ☐ Other
 - ☐ Other person exercising operational authority over the entity: _____

Introductory Text

All current Alcohol Handler Licenses expire December 31st.

There is no grace period.

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

Alcohol License Process:

The following is required to renew your insert handler:

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

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

Applicant Information

Information about your application:

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

Application Type : Initial Application

Demographic Information:

First Name : Robert

Last Name : Handren

Home Address : 615 Menger Springs

City : Boerne

State : TX

Zip : 78006

Home Phone # : (210) 493-1300

Email : dorbulk@sardandleff.com

Date of Birth : [REDACTED]

Social Security # : [REDACTED]

Mailing Address : 4630 N. Loop 1604, Suite 501

City : San Antonio

State : TX

Zip : 78249

U.S. Citizenship

Are you a United States citizen?

UScitizen : Yes

Upload a copy of the Secure and Verifiable document here.

SecureAndVerifiableUpload:

DL- Handren.pdf

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

saveAffidavit:

SAVE - Handren.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:

Cheers Training Certificate - Handren.pdf



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

Upload a current color passport size photo of applicant here.

photoUpload:

Photo - Handren.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 : Robert T. Handren

Date

Enter Today's Date : 10/18/2023



Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

TIM HANDREN

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2023-10-12

Serial No.

cert_1ghbfysy





Robert Handren



AH001104

ALCOHOL HANDLER

EXP: 12/31/2024

Application Instructions

Alcohol Handler's Licenses are issued to individuals, not businesses, and may be used by the same individual for any number of employers or businesses where the licensee works as an Alcohol Handler. It is a violation of the Macon-Bibb County Code of Ordinances for any person to work as an Alcohol Handler without an Alcohol Handler's License.

The following people are Alcohol Handlers, and must obtain an Alcohol Handler's License:

1. Anybody working as an employee or independent contractor for a business that does not earn at least 50% of its gross annual revenues from the sale of food, and whose normal job duties include pouring, mixing, or opening alcoholic beverages for sale by the drink;
2. Anybody working as an employee or independent contractor for a business that does not earn at least 50% of its gross annual revenues from the sale of food, and whose normal job duties include supervising or managing any person whose normal job duties include pouring, mixing, or opening alcoholic beverages for sale by the drink;
3. Anybody with at least 25% ownership in any business selling alcoholic beverages at retail, whether by the package or by the drink, unless the business is a publicly traded company; AND 4) Any person serving as the agent on any Macon-Bibb County license for the sale of alcoholic beverages at retail, whether by the package or by the drink.

The fee is \$25.00. Alcohol Handler's License fees are not prorated and expire on **December 31st of each year.**

ADDITIONAL DOCUMENTS TO BE SUBMITTED

A 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.

ServSafe: (404) 467-9000 <https://www.servsafe.com/ServSafe-Alcohol>

Training Institute for Responsible Vendors Inc. (404) 531-9237.

Training for Intervention Procedures (TIPS), Nicole Blossé, 800-438-8477, ext. 390 or email Blossen@get-tips.com, www.gettips.com

Cheers Entertainment Services (470) 377-0731 <https://cheersbartraining.teachable.com/> An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.

A current color passport size photograph of applicant.

Applicant Information

Demographic Information:

First Name : Holly

Last Name : Wood

Home Address : 133 Mize Street

City : Forsyth

State : GA

Zip : 31029

Home Phone # : (478) 957-7618

Email : hollyw@southerntheatres.com

Mailing Address : 5996 Zebulon Road

City : Macon-Bibb County

State : GA

Zip : 31210

Application Documents

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

A certificate showing completion of an Alcohol Handler's training course taken within the last three years.

AHTraining:

Holly Wood - TIPs Certification (11.2024).jpeg

A current Color (passport size) photograph of applicant.

passport:

Holly Wood - Photo.jpg

S.A.V.E.

(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:

Are you a U.S. citizen?

citizen : Yes

Certification

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

Applicant Signature : Holly Wood

Date : 10/18/2023



eTIPS On Premise 3.1

CERTIFIED

Issued: 11/9/2021

Expires: 11/9/2024

ID#: 5592081

Holly Danielle Wood

Amstar 16 Macon - Southern Theatres

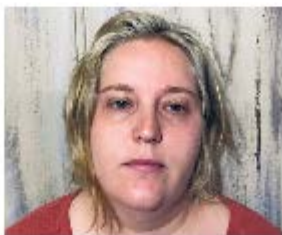
5996 Zebulon Rd

Macon, GA 31210-1901

For service visit us online at www.gettips.com



Holly Wood



AH000822

ALCOHOL HANDLER

EXP: 12/31/2024

**EXECUTION VERSION
STRICTLY CONFIDENTIAL**

ASSET PURCHASE AGREEMENT

BY AND AMONG

SANTIKOS THEATERS GAS, LLC,

SANTIKOS THEATERS, LLC,

VSS-SOUTHERN HOLDINGS LLC,

SOLELY WITH RESPECT TO SECTION 5.9, SECTION 5.13, AND SECTION 5.18, VSS

THEATRE INVESTORS LLC,

AND

THE VARIOUS OTHER SELLING COMPANIES NAMED HEREIN

DATED AS OF June 28, 2023

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Schedule V	-	Example Statement of TLCF
Schedule VI	-	Capital Expenditures

EXHIBITS

Exhibit A	-	Accounting Principles
Exhibit B	-	Acquired IP Assignment and Assumption Agreement
Exhibit C	-	Escrow Agreement
Exhibit D	-	Form of FIRPTA Certificate
Exhibit E	-	Form of Liquor License Transition Agreement
Exhibit F	-	Form of Bill of Sale, Assignment and Assumption Agreement

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of June 28, 2023, is made by and among Santikos Theaters GAS, LLC, a Texas limited liability company (“Buyer”), for purposes of Section 5.1(c), Santikos Theaters, LLC, a Texas limited liability company (the “Ultimate Buyer Guarantor”), VSS-Southern Holdings LLC, a Delaware limited liability company (the “Seller”), and each of the companies set forth on Schedule I attached hereto (each, together with the Seller, the “Selling Companies”, and each separately (including the Seller), a “Selling Company”), and, solely with respect to Section 5.9, Section 5.13, and Section 5.18, VSS Theatre Investors LLC, a Delaware limited liability company (“VSS Holdings”). Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in Article 1.

RECITALS:

WHEREAS, the Selling Companies are engaged in the business of leasing, developing, managing and operating, motion picture theatres (the “Business”) at the locations set forth on Schedule II attached hereto (each a “Theatre” and collectively, the “Theatres”) and at the corporate office location set forth on Schedule II attached hereto (the “Corporate Office”);

WHEREAS, the Selling Companies wish to sell, transfer, convey and assign to Buyer, and Buyer wishes to purchase, accept and assume from the Selling Companies, all of the Purchased Assets and all of the Assumed Liabilities, in each case, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

ARTICLE 1 CERTAIN DEFINITIONS

Section 1.1. Certain Definitions. As used in this Agreement, the following terms have the respective meanings set forth below.

“1933 Act” means the Securities Act of 1933, as amended.

“AAA” has the meaning set forth in Section 2.5(c)(i)(B).

“Accounting Firm” has the meaning set forth in Section 2.5(c)(i)(B).

“Accounting Principles” means GAAP, and to the extent consistent with GAAP, the accounting principles, methodologies, procedures and policies followed in the preparation of the Financial Statements and specifically described on Exhibit A.

“Accrued PTO” means, with respect to any Transferred Employee, all of the paid time off including vacation, personal, and sick time accrued and unused as of Target Closing Date by such Transferred Employee as listed and described on Schedule 3.12(a).

“Acquired IP” means all Intellectual Property other than the Excluded IP.

“Acquired IP Assignment and Assumption Agreement” has the meaning set forth in Section 2.4(a)(v).

“Acquired IT Systems” means the IT Systems present in the Theatres and Corporate Office that are owned by the Selling Companies and which are exclusively used by the Business.

“Action” means any claim, charge, controversy, action, cause of action, suit, litigation, arbitration, audit, investigation, request for information, opposition, interference, hearing, complaint, demand or other legal proceeding (whether sounding in contract, tort or otherwise, whether civil or criminal, whether brought at law or in equity, and whether public or private) that is commenced, brought, conducted, tried or heard by or before, or otherwise involving, any Governmental Entity, arbitration panel, or mediator.

“Actual Adjustment” (which may be a positive or a negative number) means (x) the Final Purchase Price as finally determined pursuant to Section 2.5(c), minus (y) the Estimated Purchase Price.

“Affiliate” means, with respect to any Person, any other Person who directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For the purposes of the foregoing, a Person shall be deemed to “control” a specified Person if such Person (or a Family Member of such Person) possesses, directly or indirectly, the power to direct the management and policies of such specified Person, whether through the ownership of voting securities, contract or otherwise, and the terms “controlled” and “controlling” have meanings correlative thereto; provided, that no direct or indirect portfolio companies (as such term is understood in the private equity industry) or investments of or affiliated with VSS Holdings or any of its Affiliates shall be deemed or treated as an Affiliate of VSS Holdings unless they are controlled by VSS Holdings or its applicable Affiliate.

“Agreement” has the meaning set forth in the introductory paragraph to this Agreement.

“Agreement Date” means the date of this Agreement.

“Allocation Schedule” has the meaning set forth in Section 2.8.

“Ancillary Documents” has the meaning set forth in Section 3.2.

“Anti-Money Laundering Laws” means Laws and sanctions that (a) limit the use of or seek the forfeiture of proceeds from illegal transactions, (b) limit commercial transactions with designated countries or individuals believed to be terrorists, narcotics dealers or otherwise engaged in activities contrary to the interests of the United States, (c) require identification and documentation of the parties with whom a financial institution conducts business, or (d) are designed to disrupt the flow of funds to terrorist organizations.

“Assets” means all of the properties, rights and assets of the Selling Companies, whether real or personal and whether tangible or intangible.

“Assigned Contracts” has the meaning set forth in Section 3.7.

“Assumed Liabilities” has the meaning set forth in **Error! Reference source not found.**

“Books and Records” has the meaning set forth in Section 2.1(a)(xii).

“Business” has the meaning set forth in the recitals to this Agreement.

“Business Day” means a day, other than a Saturday or Sunday, on which commercial banks in New York, New York and New Orleans, Louisiana are open for the general transaction of business.

“Business Employees” means those Persons employed by (a) the Selling Companies or (b) any Affiliate of any Selling Company (other than the Selling Companies) who, in the case of this clause (b) only, worked exclusively at one of the Theatres or at the Corporate Office immediately prior to Closing.

“Buyer” has the meaning set forth in the introductory paragraph to this Agreement.

“Buyer Benefit Plans” means a qualified retirement or welfare benefit plan maintained by Buyer or an Affiliate of Buyer.

“Buyer Bring-Down Certificate” has the meaning set forth in Section 6.3(c).

“Buyer Fundamental Representations” has the meaning set forth in Section 6.3(a).

“Cap Ex Amount” means, for the Selling Companies, the actual amount of capital expenditures made by any of the Selling Companies from and after January 1, 2023 and prior to the Target Closing Date, determined in accordance with the Accounting Principles and calculated as of the close of business on the day immediately preceding the Target Closing Date.

“Cash and Cash Equivalents” means, for the Selling Companies, as of any date, all cash (including cash to be received for credit card sales) and cash equivalents (including marketable securities) of the Selling Companies as of such date, but excluding (a) issued but uncleared checks and (b) outgoing wires in transit as of such date.

“Closing” has the meaning set forth in Section 2.3.

“Closing Date” has the meaning set forth in Section 2.3.

“Code” means the Internal Revenue Code of 1986, as amended.

“Company” means the Company and each of its Subsidiaries set forth on Schedule I.

“Compensation” means, with respect to any Person, all salaries, commissions, compensation, consulting fees, bonuses, benefits or other remuneration of any kind or character

whatever, required to be made or that have been made directly or indirectly by the Selling Companies or any Affiliate thereof to such Person or Affiliates of such Person.

“Confidentiality Agreement” means the confidentiality agreement, dated as of January 27, 2023, by and between Santikos Enterprises, LLC and Seller.

“Contemplated Transactions” means the transactions contemplated by this Agreement, including (a) the purchase and sale of the Purchased Assets, assignment and assumption of the Assumed Liabilities and the other transactions described in the recitals to this Agreement, (b) the execution, delivery and performance of the Ancillary Documents and (c) the payment of fees and expenses relating to such transactions.

“Contract” means, with respect to any Person, (a) any contract, agreement, deed, mortgage, lease, sublease, license, or sublicense or (b) any other legally enforceable commitment, promise, undertaking, obligation, arrangement, instrument or understanding, in each case, whether written or oral, to which or by which such Person is a party or otherwise subject or bound or to which or by which any property, business, operation or right of such Person is subject or bound.

“Corporate Office” has the meaning set forth in the Recitals.

“Corporate Office Lease” means the lease, sublease, license or other written agreement (including all amendments, supplements, modifications, assignments, guarantees, non-disturbance agreements or other agreements related thereto) pursuant to which any of the Selling Companies is a tenant, subtenant, licensee or occupant of the Corporate Office.

“COVID-19” means the Coronavirus Disease 2019, or any similar or related disease caused by the SARS-CoV-2 virus, or any strand, mutation or evolution thereof.

“Earnout Payment” has the meaning set forth in Section 2.6.

“Effective Time” has the meaning set forth in Section 2.3.

“Employee Benefit Plan” means each “employee benefit plan” (as such term is defined in Section 3(3) of ERISA), welfare, supplemental unemployment benefit, pension, health or other medical, dental, life, disability or other insurance, vacation or other paid-time off or fringe benefit plan, program, policy, Contract, agreement or arrangement (in each case, whether or not written, covering one or more Person or subject to ERISA) in effect and covering one or more Employees or former employees of the Business or the beneficiaries or dependents of any such Persons, and that is sponsored, maintained or contributed to or required to be contributed to by a Selling Company or any of their Affiliates, or with respect to which such Selling Company or any of their Affiliates has any Liability.

“Employee Compensation Benefit” means each bonus, commission, profit sharing, incentive compensation, deferred compensation, equity or equity-based compensation, employment, consulting, independent contractor, retirement, severance, separation, change in control, retention or other Compensation plan, program, policy, agreement or arrangement (whether or not written, covering one or more Persons or subject to ERISA) in effect and covering one or more Employees or former employees of the Business or the beneficiaries or dependents of

any such Persons, and that is sponsored, maintained or contributed to or required to be contributed to by the Selling Companies or any of their Affiliates, or with respect to which the Selling Companies or any Affiliate of any Selling Company (other than the Selling Companies)s have any Liability.

“Employees” means those Persons employed by the Selling Companies or an Affiliate who worked exclusively for the Business immediately prior to Closing.

“Environmental Laws” means all Laws concerning (a) pollution or the cleanup thereof, (b) the protection of natural resources, endangered or threatened species, the environment (including ambient air, soil, surface water or groundwater, or subsurface strata) or natural resources or human health or safety in respect of exposure to Hazardous Substances, or (c) the use, generation, handling, transport, treatment, distribution, storage, release, control, cleanup, or disposal of Hazardous Substances or products containing Hazardous Substances.

“Environmental Liability” means any Liability arising out of, related to or incurred in connection with any pollution, threat to the environment, exposure to or manufacture, processing, distribution, use, treatment, generation, transport or handling, disposal, emission, discharge, storage or release of Hazardous Substance that (a) is related in any way to any Selling Company’s or any previous owner’s or operator’s, ownership, operation or occupancy of any of the Real Property, or any Selling Company’s ownership, lease, operation or maintenance of the Business or any of the Purchased Assets, including any failure to comply with any Environmental Laws; (b) migrated onto or from any of the Real Property on or prior to the Closing Date, including any such migration that may continue after the Closing Date; or (c) in whole or in part occurred, existed, arose out of conditions or circumstances that existed, or were caused, on or before the Closing Date, in each case, whether or not known by Buyer.

“Equity Interest” means, with respect to any Person, (a) any capital stock, partnership or membership interest, unit of participation or other similar interest (however designated) in such Person and (b) any option, warrant, purchase right, conversion right, exchange right or other Contract which would entitle any other Person to acquire any such interest in such Person or otherwise entitle any other Person to share in the equity, profits, earnings, losses or gains of such Person (including stock appreciation, phantom stock, profit participation or other similar rights).

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate” means any Person who at any relevant time would be treated as a single employer with a Selling Company under ERISA or Section 414 of the Code.

“Escrow Agent” means Citibank, N.A.

“Escrow Agreement” has the meaning set forth in Section 2.4(a)(vi).



“Escrow Fund” has the meaning set forth in Section 2.4(a)(ii).

“Estimated Accrued PTO” has the meaning set forth in Section 2.5(a).

“Estimated Cap Ex Amount” has the meaning set forth in Section 2.5(a).

“Estimated Closing Cash and Cash Equivalents” has the meaning set forth in Section 2.5(a).

“Estimated Closing Indebtedness” has the meaning set forth in Section 2.5(a).

“Estimated Closing Statement” has the meaning set forth in Section 2.5(a).

“Estimated Gift Card Liability Amount” has the meaning set forth in Section 2.5(a).

“Estimated Leakage Amount” has the meaning set forth in Section 2.5(a).

“Estimated Net Working Capital” has the meaning set forth in Section 2.5(a).



“Estimated Seller Transaction Expenses” has the meaning set forth in Section 2.5(a).

“Excluded Assets” has the meaning set forth in Section 2.1(b).

“Excluded Contracts” means all Contracts other than the Assigned Contracts.

“Excluded IP” has the meaning set forth in Section 2.1(b)(ix).

“Excluded Liabilities” means all Liabilities other than the Assumed Liabilities.

“Family Member” means, with respect to an individual, (a) such Person’s spouse, (b) each brother, sister or child of such Person or such Person’s spouse, (c) the spouse of any Person described in clause (b) above, (d) each child of the Person described in clauses (a), (b) and (c) above, (e) each trust created for the benefit of one or more of the Persons described in clauses (a) through (d) above and (f) each custodian or guardian of any property of one or more of the Persons described in clauses (a) through (e) above in his or her capacity as such custodian or guardian.

“Final Accrued PTO” has the meaning set forth in Section 2.5(c)(i).

“Final Cap Ex Amount” has the meaning set forth in Section 2.5(c)(i).

“Final Closing Cash and Cash Equivalents” has the meaning set forth in Section 2.5(c)(i).

“Final Closing Indebtedness” has the meaning set forth in Section 2.5(c)(i).

“Final Closing Statement” has the meaning set forth in Section 2.5(c)(i).

“Final Gift Card Liability Amount” has the meaning set forth in Section 2.5(c)(i).

“Final Leakage Amount” has the meaning set forth in Section 2.5(c)(i).

“Final Net Working Capital” has the meaning set forth in Section 2.5(c)(i).

“Final Purchase Price” means an amount equal to (a) \$52,000,000, [REDACTED] (b) the Final Leakage Amount, minus (c) the Final Closing Indebtedness, minus (d) the Final Seller Transaction Expenses, minus (e) the Final Gift Card Liability Amount, minus (f) the Final Accrued PTO, minus (g) the absolute amount, if any, by which the Final Net Working Capital is less than the bottom of the Target Net Working Capital Range, plus (h) the absolute amount, if any, by which the Final Net Working Capital is greater than the top of the Target Net Working Capital Range, minus (i) the amount, if any, by which the Final Cap Ex Amount is less than the Target Cap Ex Amount, plus (j) the amount, if any, by which the Final Cap Ex Amount is greater than the Target Cap Ex Amount, plus (k) the Final Closing Cash and Cash Equivalents. For the avoidance of doubt, if the Final Net Working Capital is within the Target Net Working Capital Range, the amounts in clauses (g) and (h) above shall be zero.

“Final Seller Transaction Expenses” has the meaning set forth in Section 2.5(c)(i).

“Financial Statements” has the meaning set forth in Section 3.3.

“Financial Statements Date” has the meaning set forth in Section 3.3.

“FIRPTA Certificate” has the meaning set forth in Section 2.4(b)(v).

“Fraud” means, with respect to a party hereto, a misrepresentation of a material fact embodied in this Agreement made with actual knowledge of the falsity thereof, with the intention that the other party hereto rely thereon to its detriment, and the actual reliance by such other party on such fact to its detriment.

“Fundamental Representations” has the meaning set forth in Section 6.3(a)(i).

“GAAP” means United States generally accepted accounting principles as in effect on the Agreement Date.

“Gift Card Liabilities” means all Liabilities of the Selling Companies in respect of Gift Cards sold, but not redeemed, for the period from January 1, 2023 through the Target Closing Date.

“Gift Cards” means all gift cards, gift certificates, entitlements, tickets (including any bulk or royal tickets), courtesy passes, discount passes, coupons or rights to admission in any format issued by any Selling Company with respect to one or more Theatres.

“Governing Documents” means the legal document(s) by which any Person (other than an individual) establishes its legal existence or which govern its internal affairs. For example, the “Governing Documents” of a corporation are its certificate of incorporation and by-laws, the “Governing Documents” of a limited partnership are its limited partnership agreement and certificate of limited partnership and the “Governing Documents” of a limited liability company are its operating agreement and certificate of formation, in each case, together with any stockholder, voting, investor rights or other similar agreement among investors.

“Governmental Entity” means any United States or foreign (a) federal, state, local, municipal, or other government, (b) governmental or quasi-governmental entity of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal) or (c) body exercising, or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature, including any mediator, arbitrator or arbitral tribunal.

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, ruling, decision, verdict, determination or award made, issued or entered by or with any Governmental Entity.

“Hazardous Substance” means any hazardous material, substance, pollutant, contaminant, waste, chemical substance or mixture, pesticide, petroleum, petroleum product or byproduct, asbestos or asbestos-containing material, polychlorinated biphenyls, or other substance or materials for which liability is imposed or standards of conduct created pursuant to any Environmental Laws, including, without limitation, all substances defined or regulated as “Hazardous”, “Toxic” or a “Pollutant” pursuant to any Environmental Law.

“HVAC Repair Costs” has the meaning set forth in Section 2.7.

“HVAC Repair Statement” has the meaning set forth in Section 2.7.

“HVAC Units” has the meaning set forth in Section 2.7.

“Indebtedness” means, as of any time of determination, without duplication, the outstanding principal amount of, accrued and unpaid interest on, and other payment obligations (including any prepayment premiums, expenses, breakage costs, lines of credit, letters of credit, commitments and other fees payable) arising under, or any other Liabilities of the Selling Companies consisting of or relating to, (a) indebtedness for borrowed money or indebtedness issued in substitution or exchange for borrowed money or for the deferred purchase price of property or services (but excluding any trade payables and accrued expenses arising in the ordinary course of business that are included in Net Working Capital), (b) indebtedness evidenced by any note, bond, debenture or other debt security, (c) letters of credit, (d) bankers’ acceptances, surety bonds, performance bonds or other financial guarantees, (e) interest rate protection agreements, swap agreements, collar agreements and factoring agreements, (f) obligations and liabilities (whether conditional or unconditional, present or future) arising from any transactions related to

the assignment or securitization of receivables for financing purposes to any third party, including all obligations and liabilities under factoring agreements and similar Contracts executed for the purposes of obtaining financing, (g) obligations and liabilities for rent and lease expense relating to any deferral of such obligations resulting from the COVID-19 pandemic, or (h) all guarantees of the types of obligations and liabilities referred to in any of clauses (a) through (g) above.

“Insurance Policies” has the meaning set forth in Section 3.14.

“Intangible Property” means (a) all Acquired IP; (b) all goodwill associated with the Business and the Purchased Assets; and (c) to the extent pertaining primarily to the Business or any Leased Premises, all business licenses, warranties, security deposits, telephone exchange numbers, plans and specifications, blue prints, engineering information, research data concerning historic and current research and development, quality assurance and control procedures, design tools and simulation capability, and all reports, manuals and technical information that the Selling Companies provide to employees, customers, suppliers, agents or licensees of the Business.

“Intellectual Property” means all rights, title and interests in and to proprietary rights, intellectual property and intellectual property rights of any kind and nature in any jurisdiction or under any international convention or treaty regime throughout the world, however denominated, including the following: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, patents, patent applications or other patent rights, (b) registered or unregistered trademarks, service marks, trade names, trade dress, corporate names, logos and slogans, and similar designations of source or origin (and all goodwill associated therewith and all registrations and applications of the foregoing), (c) registered and unregistered copyrights, copyrightable works, proprietary designs, industrial design rights (and all registrations and applications therefor) and moral rights, (d) Software, (e) internet domain names, URLs, email addresses, social media accounts, pages and handles, and all registrations in respect thereof and content contained therein, and user names and passwords associated therewith, (f) telephone numbers, and (g) trade secrets, confidential information and know-how, in each case, to the extent protectable by applicable Law.

“Inventory” or “Inventories” means all inventories owned or acquired by the Selling Companies or any Affiliate of the Selling Companies and (i) located at, in transit to or deliverable to the Theatres or the Corporate Office as of the Closing Date or (ii) used or held for use in connection with the operation of the Business, including food, beverages, candies, other concession items, paper goods, and miscellaneous materials and supplies.

“IT Systems” means the Software, hardware, firmware, networks, platforms, servers, interfaces, applications, websites, related information technology systems, and service agreements and service arrangements relating to any of the foregoing used by the Selling Companies.

“Key Vendor” has the meaning set forth in Section 3.6.

“Knowledge of Buyer” and any derivative thereof means, as of the applicable date, the actual knowledge of Tim Handren and Michael Schaub following reasonable inquiry.

“Knowledge of Seller” and any derivative thereof means, as of the applicable date, the actual knowledge of any of James Wood or Ronald Krueger II, in each case, following reasonable inquiry.

“Law” means any United States federal, state or local or any foreign law, statute, standard, ordinance, code, rule, regulation, resolution, promulgation, judgment, injunction, order, decree, administrative requirement, or any Governmental Order, or any Permit granted under any of the foregoing, or other similar provision having the force or effect of law or any restriction of any Governmental Entity.

“Leakage Amount” means, for the Selling Companies, in each case to the extent incurred, paid, discharged or otherwise satisfied after the Target Closing Date and prior to the Closing, and in each case other than Permitted Leakage, (a) any dividend or distribution of profits or assets or any other similar payment of any nature (whether in cash or in kind), whether paid, declared or made, by any Selling Company; (b) the redemption, repurchase or repayment by any Selling Company of any equity interests of any Selling Company; or (c) any waiver by any Selling Company of any amount owed to any Selling Company by any Leakage Party, or of any claim of any Selling Company against any Leakage Party.

“Leakage Party” shall mean each of the Selling Companies and any of their respective Affiliates.

“Leased Premises” means the Theatres, all other premises described by the Theatre Leases, the Corporate Office, and all other premises described by the Corporate Office Lease.

“Leased Real Property” has the meaning set forth in Section 3.17(a).

“Leasehold Improvements” means all right, title and interest of the Selling Companies in, to and under the leasehold improvements of every kind and description located on or which are a part of the respective Leased Premises.

“Leasehold Interests” means (all and singular) the interests, estates, rights, privileges, titles, easements, options and appurtenances belonging, or in any way appertaining, to any Selling Company as tenant under the respective Theatre Lease or Corporate Office Lease.

“Liability” means, with respect to any Person, any liability or obligation of such Person of any kind whatsoever, whether known or unknown, whether asserted or unasserted, whether determined, determinable or otherwise, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether direct or consequential, whether due or to become due and whether or not required to be accrued on the financial statements of such Person.

“Lien” means any mortgage, pledge, security interest, encumbrance, lien, claim, interest or charge and any other restriction, right or covenant with respect to, or condition governing the use, construction, voting (in the case of any security or equity interest), transfer or exercise of any other attribute of ownership (other than, in the case of a security, any restriction on the transfer of such security arising solely under federal and state securities laws).

“Lien Release” has the meaning set forth in Section 2.5(b)(ii).

“Liquor License Transition Agreement” means the Liquor License Transition Agreement among each of the Selling Companies and Buyer, dated the Closing Date, substantially in the form attached as Exhibit E.

“Losses” means and includes (a) all Liabilities; (b) all losses, damages, judgments, awards, fines, penalties, assessments and settlements; (c) all costs and expenses (including prejudgment and post-judgment interest in any litigated or arbitrated matter and other interest, court costs and reasonable fees and expenses of attorneys, consultants and expert witnesses) of investigating, defending or asserting any of the foregoing or of enforcing this Agreement, including, without limitation, as incurred in connection with any Action.

“Material Adverse Effect” means any change, event, condition, circumstance, occurrence or effect that, individually or in the aggregate, has had a material adverse effect (a) upon the financial condition, business, liabilities or results of operations or Purchased Assets, taken as a whole; or (b) upon the ability of the Selling Companies to consummate the Contemplated Transactions in accordance with this Agreement; provided, however, that any adverse change, event, development, condition, circumstance, occurrence or effect arising from or relating to any of the following (or the results thereof) shall not be taken into account, either alone or in combination in determining whether a Material Adverse Effect has occurred for the purposes of clause (a): (i) conditions generally affecting the United States economy or credit, securities, currency, financial, banking or capital markets (including any disruption thereof and any decline in the price of any security or any market index) in the United States or elsewhere in the world, (ii) any national or international political or social conditions, including the engagement by the United States in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States, (iii) changes in GAAP, (iv) changes in any Law or any action required to be taken under Law or existing Contract by which any Selling Company (or any of their respective assets or properties) is bound, (v) any change that is generally applicable to the industries or markets in which the Selling Companies operate, including any trends, weather events, natural or man-made disasters or acts of God, (vi) the effect (including the worsening) of any epidemic, pandemic or disease outbreak (including the COVID-19 pandemic), or any law, directive, pronouncement or guideline issued by a Governmental Entity, the Centers for Disease Control and Prevention, the World Health Organization or industry group providing for business closures, changes to business operations, “shut down”, “sheltering-in-place” or other restrictions that relate to, or arise out of, an epidemic, pandemic or disease outbreak (including the COVID-19 pandemic) or any change in such law, directive, pronouncement or guideline or interpretation thereof following the date hereof or any Selling Company’s compliance therewith, (vii) the public announcement of the transactions contemplated by this Agreement (including by reason of the identity of Buyer or its Affiliates or any communication by Buyer or any of its Affiliates regarding its plans or intentions with respect to the business of any Selling Company, and including the impact thereof on relationships with customers, suppliers, distributors, partners or employees or others having relationships with any Selling Company) or litigation arising from or relating to this Agreement or the transactions contemplated hereby (except to the extent that such losses or threatened losses arise from a breach by the Selling Companies of their obligations under this Agreement, in which event they shall be considered in measuring whether there has been a Material Adverse Effect), (viii) any failure, in and of itself, by any Selling Company to meet any internal

or published projections, forecasts or revenue or earnings predictions for any period ending on or after the date of this Agreement (although subject to the other provisions of this definition, the underlying cause of such failure may not be excluded) or (ix) the taking of any action expressly contemplated by this Agreement and the other agreements contemplated hereby, including the completion of the transactions contemplated hereby; except, in the case of clauses (i) through (vi), to the extent that the Selling Companies, taken as a whole, are materially and disproportionately affected thereby relative to other Persons engaged in the same industry as the Business.

“Net Working Capital” means, for the Selling Companies, the amount by which (a) current assets (to the extent relating to the Business and in all cases excluding Cash and Cash Equivalents) exceeds (b) current liabilities (to the extent relating to the Business), in each case, determined in accordance with the Accounting Principles and prepared in accordance with the Example Statement of Net Working Capital attached hereto as Schedule IV, and calculated as of close of business on the day immediately preceding the Target Closing Date with respect to each item of Net Working Capital; provided, however, that any Business Employee payroll expenses and point of sale transaction receipts shall be determined as of 6:00 AM Eastern, Central, or Mountain time, as applicable to the applicable Theatre, on the Target Closing Date to the extent included as a current liability or current asset, as applicable. For the avoidance of doubt, Net Working Capital shall not reflect any item of Indebtedness, Seller Transaction Expenses, Gift Card Liabilities or 50% of all other Liabilities of the Selling Companies in respect of Gift Cards.

“Organizational Documents” means, with respect to any Person (other than an individual), (a) the certificate or articles of incorporation or organization and any joint venture, limited liability company, operating or partnership agreement and other similar documents adopted or filed in connection with the creation, formation or organization of such Person and (b) all by-laws, voting agreements and similar documents, instruments or agreements relating to the organization or governance of such Person, in each case, as amended or supplemented.

“Owned Real Property” has the meaning set forth in Section 3.17(a).

“Paid-Off Indebtedness” has the meaning set forth in Section 2.4(a)(iii).

“Pay-Off Letter” has the meaning set forth in Section 2.5(b).

“Permits” has the meaning set forth in Section 3.10.

“Permitted Leakage” means (a) any payments to any direct or indirect equityholder of any Leakage Party in their capacity as a director, officer or employee by way of remuneration or benefits (including employee incentive arrangements) or expenses, in each case properly paid in accordance with the terms of their engagement by the Selling Companies effective as of the date hereof, as the same may have been increased in the ordinary course of business; (b) any payments expressly provided for under the terms of this Agreement or any Ancillary Document, and any agreements or documents contemplated hereby or thereby; and (c) any other payment, accrual, transfer of assets or assumption of liabilities by the Selling Companies which Buyer has expressly approved in writing.

“Permitted Liens” means (a) mechanic’s, materialmen’s, carriers’, repairers’ and other Liens arising or incurred in the ordinary course of business for amounts that are not yet due and

payable or delinquent and (b) Liens for Taxes not yet delinquent or the amount or validity of which are being contested in good faith.

“Person” means an individual, partnership, corporation, limited liability company, joint stock company, unincorporated organization or association, trust, joint venture, association, Governmental Entity or other similar entity, whether or not a legal entity.

“Proposed Closing Date Calculations” has the meaning set forth in Section 2.5(c)(i).

“Purchase Price Dispute Notice” has the meaning set forth in Section 2.5(c)(i)(A).

“Purchased Assets” has the meaning set forth in Section 2.1.

“Real Property” has the meaning set forth in Section 3.17(a).

“Real Property Lease” has the meaning set forth in Section 3.17.

“Retained Indebtedness” means all Indebtedness that is not Paid-Off Indebtedness.

“Seller” has the meaning set forth in the introductory paragraph to this Agreement.

“Seller Bring-Down Certificate” has the meaning set forth in Section 6.2(c).

“Seller Fundamental Representations” has the meaning set forth in Section 6.2(a).

“Seller Transaction Expenses” means, without duplication, (a) all costs and expenses (including the fees and expenses of investment bankers, legal counsel, financial and accounting advisors or other representatives and consultants; appraisal fees, costs and expenses; or travel, lodging, entertainment and associated expenses) incurred in connection with, or in anticipation of, the negotiation, execution and delivery of this Agreement and the Ancillary Documents or the consummation of the transactions contemplated hereby or thereby or in connection with or in anticipation of any alternative transactions considered by the Selling Companies, (b) any accrued (or actually owed) and unpaid legal, accounting, consulting or other professional fees (whether or not incurred in connection with this Agreement), (c) any amounts payable as management fees or board of director fees, and (d) all fees or expenses payable to any equity holder or any Affiliate thereof in connection with this Agreement or any Ancillary Document or the transactions contemplated hereby or thereby or otherwise. For the avoidance of doubt, all costs and expenses relating to real estate brokers, surveys, title insurance policies and title reports obtained in connection with the Owned Real Property shall not be included in Seller Transactions Expenses.

“Software” means computer software (whether in source code, object code or other format), application programming interfaces, graphical user interfaces, databases, data files, libraries and binaries in each case together with all associated specifications and documentation.

“Solvent” means with respect to any Person on a particular date, that on such date (a) the fair value of the property and other assets of such Person is greater than the total amount of Liabilities of such Person, (b) the present fair salable value of the property and other assets of such Person is not less than the amount that will be required to pay the probable Liabilities of such

Person as they become absolute and matured, (c) such Person has not incurred, and does not intend to incur, Liabilities beyond such Person's ability to pay such Liabilities as they mature, and (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property and other assets would constitute an unreasonably small capital. The amount of contingent Liabilities at any time shall be computed for purposes hereof as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that is probable to become an actual or matured Liability.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association, or other business entity of which (a) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time owned, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof or (b) if a limited liability company, partnership, association, or other business entity (other than a corporation), a majority of the membership, partnership or other similar ownership interests thereof are at the time owned, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof and for this purpose, a Person or Persons shall be deemed to own a majority ownership interest in such a business entity (other than a corporation) if such Person or Persons shall be allocated a majority of such business entity's gains or losses or shall be a, or control any, managing director, board of managers or general partner (or other similar governing body) of such business entity (other than a corporation). The term "Subsidiary" shall include all Subsidiaries of such Subsidiary.

"Tangible Personal Property" means all tangible personal property located at, affixed or attached to, or placed upon, or used primarily in connection with the lease, operation, repair or maintenance of, the respective Leased Premises, as applicable, or the operation of the Business, including all equipment, fixed assets, personal property, office furniture, materials, research and development activities, supplies, service and concession equipment, heating, ventilating and cooling equipment, furniture, fixtures, cleaning equipment and supplies, alarm systems, screens, projection equipment, theatre equipment, theatre seats, cash registers, display cases, acoustical wall panels, sound systems, speakers, office equipment and desks, popcorn poppers and storage bins, linoleum, carpets, drapes, laundry tubs and trays, washers, dryers, iceboxes, refrigerators, heating units, stoves, ovens, water heaters, incinerators, furniture and furnishings, communication systems and including, without limitation, all Seller-branded assets, including beverage and food containers, light boards and interior and exterior signage.

"[REDACTED]".

"Target Closing Date" means July 17, 2023.

[REDACTED]

[REDACTED]

[REDACTED]

"Tax" means any federal, state, local or foreign income, gross receipts, franchise, estimated, alternative minimum, add-on minimum, sales, use, transfer, real property gains,

registration, value added, excise, natural resources, severance, stamp, occupation, windfall profits, environmental (under Section 59A of the Code), real property, personal property, capital stock, social security (or similar), unemployment, disability, payroll, license, employee, withholding or any other tax, of any kind whatsoever, including any interest, penalties or additions to tax in respect of the foregoing (whether disputed or not).

“Tax Return” means any return, claim for refund, report, information return or other document (including schedules or any related or supporting information) required to be filed with any Governmental Entity in connection with the determination, assessment or collection of any Tax or the administration of any Laws relating to any Tax.

“Termination Date” has the meaning set forth in Section 7.1(c).

“Theatre(s)” has the meaning set forth in the Recitals.

“Theatre Lease” means the lease, sublease, license or other written agreement (including all amendments, supplements, modifications, assignments, guarantees, non-disturbance agreements or other agreements related thereto) pursuant to which any of the Selling Companies is a tenant, subtenant, licensee or occupant of any Theatre.

“Theatre Liquor Licenses” has the meaning set forth in Section 5.15.

“TLCF” or “Theatre Level Cash Flow” means, for the Theatres as a whole, for any period, Theatre revenues derived from the sale of tickets and concessions, plus other miscellaneous revenues, including but not limited to, group sales, games and screen advertising, all net of applicable sales taxes, less film rental, concession cost of goods sold and all direct Theatre expenses, insurance, all payroll expenses and benefits and cash payments of rent. For the avoidance of doubt, corporate overhead expenses shall not be included in the calculation of TLCF, nor shall such expenses be re-allocated at any time to Theatre expenses, and, if and to the extent that Buyer has Contract terms that are in effect prior to the Target Closing Date affecting one or more revenue or expense line items in the TLCF calculation that are more or less favorable than those terms and conditions in effect for the Selling Companies prior to the Target Closing Date, then TLCF shall be calculated on a pro forma basis for the relevant TLCF revenue and expense line items based upon Selling Companies’ Contract terms and conditions so that there shall be no incremental effect on TLCF arising solely from Buyer’s more or less favorable pre-Target Closing Date Contracts.

“TLCF Amount” means, for the Selling Companies, for the fiscal year ended December 31, 2023, the Theatre Level Cash Flow for such fiscal year, determined in accordance with the Accounting Principles consistent with past practice and prepared in accordance with the Example Statement of TLCF attached hereto as Schedule V.

“TLCF Statement” has the meaning set forth in Section 2.6.

“Transfer Taxes” has the meaning set forth in Section 2.10.

“Transferred Employees” has the meaning set forth in Section 5.5(a).

“Treasury Regulations” means the regulations promulgated under the Code by the United States Department of the Treasury.

“Ultimate Buyer Guarantor” has the meaning set forth in the introductory paragraph to this Agreement.

“Union” means any labor union, works council or other employee representative organization.

“VSS Holdings” has the meaning set forth in the introductory paragraph to this Agreement.

“WARN Act” has the meaning set forth in Section 5.2(b)(viii).

ARTICLE 2 PURCHASE AND SALE

Section 2.1. Purchase and Sale of Assets.

(a) Purchased Assets. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, each Selling Company shall sell, assign, transfer, convey and deliver to Buyer, free and clear of all Liens (other than Permitted Liens), and Buyer shall purchase and accept from each Selling Company, all of each such Selling Company’s right, title and interest in, to and under any of the assets of each such Selling Company used primarily in connection with the Business (collectively, the “Purchased Assets”), including the following, but specifically excluding the Excluded Assets:

(i) all Leasehold Interests and Leasehold Improvements;

(ii) all Tangible Personal Property and Inventories but excluding any Inventory consisting of alcoholic beverages in any jurisdiction where applicable Law expressly prohibits Buyer from taking title to those beverages without any alcoholic beverage or liquor license that is not capable of being assigned, transferred, or otherwise made available for use by Buyer (or any Person designated by Buyer) until such time as Buyer (or any Person designated by Buyer) is able to obtain any alcoholic beverage or liquor license required to lawfully acquire such alcoholic beverages; provided, however, that Seller shall hold and store, and not sell, consume, use or otherwise dispose of (other than in the ordinary course of business of the Business), such alcoholic beverages for and on behalf of Buyer or any Person designated by Buyer) and shall, promptly after Buyer notifies Seller that Buyer (or any Person designated by Buyer) has obtained any alcoholic beverage or liquor license required to acquire such alcoholic beverages, deliver to Buyer (or any Person designated by Buyer) all such alcoholic beverages previously excluded from Inventory (other than any such alcoholic beverages that are sold, consumed, used or otherwise disposed in the ordinary course of business of the Business);

(iii) all Intangible Property;

(iv) the Acquired IT Systems;

- (v) the Acquired IP;
- (vi) all Permits, to the extent transferrable to Buyer;
- (vii) the Assigned Contracts;
- (viii) the insurance benefits described in the proviso to Section 2.1(b)(iii);
- (ix) the Owned Real Property;
- (x) all bank accounts of each Selling Company;
- (xi) all materials warranty, workmanship warranty and other warranties on the roofs of each Theatre and all manufacturers warranties on Tangible Personal Property, in each case to the extent assignable;
- (xii) copies of all books and records of the Selling Companies and their Affiliates with respect to the Theatres and the operation thereof, including, to the extent permitted by Law, personnel records of the Transferred Employees, and with respect to the Purchased Assets and the Real Property (the “Books and Records”);
- (xiii) all customer lists, accounts, and credit records relating to the Purchased Assets or the Business;
- (xiv) all keys, combinations, passwords and codes to all locks, security devices and entrance doors to the Theatres;
- (xv) all Insurance Policies that are transferrable, acceptable to Buyer in Buyer’s sole discretion, and listed on Schedule 2.1(a)(xv) hereto (the “Assigned Insurance Policies”) and all insurance benefits related thereto; and
- (xvi) all other assets, rights and interests used exclusively in relation to or connection with the Business.

(b) Excluded Assets. Notwithstanding anything to the contrary contained in this Agreement, the following assets, properties, rights and interests of each Selling Company (collectively, the “Excluded Assets”) are expressly excluded from the purchase and sale contemplated hereby, and as such are not included in the Purchased Assets and shall remain the property of the applicable Selling Company after the Closing:

- (i) all Tax Returns of the Selling Companies, and the Selling Companies’ Governing Documents, minute books and related corporate records;
- (ii) all Tax refunds of any Selling Company;
- (iii) all Insurance Policies other than the Assigned Insurance Policies and all insurance benefits related thereto (provided that, if an insurance claim has been or

is made by any Selling Company and such claim relates to a Liability that is an Assumed Liability, then any insurance proceeds that any Selling Company receives after the Closing (up to the amount of such Assumed Liability) will not be an Excluded Asset and shall be promptly turned over to Buyer by Selling Companies upon receipt thereof);

(iv) all Employee Benefit Plans and all assets, Contracts and rights relating to any Employee Benefit Plan or the administration thereof, including, all insurance policies and the assets of all trusts relating to any Employee Benefit Plans;

(v) all rights of each Selling Company under this Agreement and the Ancillary Documents, and the Schedules and Exhibits hereto and thereto;

(vi) all rights of each Selling Company arising prior to the Closing under any Assigned Contract to the extent such rights relate to an Excluded Liability;

(vii) the personnel records and other records of Business Employees that are not Transferred Employees and that any Selling Company is required by applicable Law to retain in its possession;

(viii) any assets that are consumed, sold or disposed of prior to the Closing in the ordinary course of the Business and consistent with past practice and in compliance with Section 5.2;

(ix) the Intellectual Property listed on Schedule 2.1(b)(ix) hereto (the “Excluded IP”);

(x) all IT Systems other than the Acquired IT Systems;

(xi) the Excluded Contracts; and

(xii) the assets, properties, rights and interests of each Selling Company specifically described on Schedule 2.1(b).

(c) Non-Assignable Contracts. To the extent that any Assigned Contract for which assignment to Buyer is provided herein is not assignable without the consent of another party as set forth in Schedule 3.7, this Agreement shall not constitute an assignment or an attempted assignment thereof if such assignment or attempted assignment would constitute a breach thereof. The Selling Companies and Buyer agree to use their respective commercially reasonable best efforts to obtain the consent of such other party to the assignment of any such Assigned Contract to Buyer in all cases in which such consent is or may be required for such assignment. If any such consent shall not be obtained, then each Selling Company agrees to cooperate with Buyer in any reasonable arrangement designed to provide for Buyer the benefits intended to be assigned to Buyer under the relevant Assigned Contract, including enforcement at the cost of Seller and for the account of Buyer of any and all rights of the applicable Selling Company against the other party thereto arising out of the breach or cancellation thereof by such other party or otherwise. If and to the extent that such arrangement cannot be made, Buyer, upon notice to Seller, shall have no obligation pursuant to Section 2.2 or otherwise with respect to any such Assigned Contract, in which case any such Assigned Contract shall be excluded from the

Purchased Assets and treated as an Excluded Asset, and the related Liability shall be excluded from the Assumed Liabilities and treated as an Excluded Liability. To the extent an Assigned Contract that is a roof warranty cannot be assigned to Buyer, the applicable Selling Company will continue to enforce such roof warranty on behalf of Buyer, and in the event that Buyer incurs Losses arising from a Selling Company's enforcement or failure to enforce any such nonassignable roof warranty, Buyer shall be entitled to recover such Losses by making a claim against the Escrow Fund to the extent the Escrow Fund remains outstanding.

Section 2.2. Assumption of Liabilities.

(a) Assumed Liabilities. Subject to the terms and conditions of this Agreement, at the Closing, Buyer shall assume and agree to pay, perform and discharge, as and when due, the following Liabilities of the Selling Companies solely to the extent arising from the ownership and operation of the Business by Buyer, in each case to the extent arising after the Closing and other than the Excluded Liabilities (collectively, the "Assumed Liabilities"):

(i) all Liabilities of the Selling Companies arising under each Assigned Contract that is assigned to Buyer pursuant to Section 2.1, other than such Liabilities that relate to any failure to perform, improper performance, warranty or other breach, default or violation by any Selling Company or are Liabilities arising prior to the Closing Date that are not taken into account when calculating Net Working Capital;

(ii) all Liabilities of the Selling Companies arising under each Theatre Lease and the Corporate Office Lease, other than such Liabilities that relate to any failure to perform, improper performance, warranty or other breach, default or violation by any Selling Company or are Liabilities arising prior to the Closing Date that are not taken into account when calculating Net Working Capital;

(iii) all Liabilities of the Selling Companies arising under each Permit that is assigned to Buyer pursuant to Section 2.1(a)(vi), other than such Liabilities that relate to any failure to perform, improper performance or other breach, default or violation by any Selling Company or are Liabilities arising prior to the Closing Date that are not taken into account when calculating Net Working Capital;

(iv) all Liabilities of the Selling Companies in respect of Gift Cards (whether or not they are Gift Card Liabilities), to the extent not issued in violation of any covenant set forth in this Agreement;

(v) all Liabilities of the Selling Companies in respect of Accrued PTO;
and

(vi) all other Liabilities taken into account in the calculation of Net Working Capital.

(b) Excluded Liabilities. Notwithstanding anything to the contrary contained in this Agreement, Buyer shall not assume or be responsible to pay, perform or discharge any Excluded Liability and each applicable Selling Company agrees to pay, perform and discharge

when due all Excluded Liabilities, which Excluded Liabilities shall be deemed to include, without limitation, the following:

- (i) all Liabilities that are not Assumed Liabilities;
- (ii) all Liabilities of the Selling Companies relating to the Excluded Assets;
- (iii) all Liabilities under any Excluded Contract including, without limitation, arising from or in connection with the termination or cancellation thereof by any Selling Company following the Closing Date;
- (iv) all Liabilities with respect to Transferred Employees, except as specifically assumed by the Buyer pursuant to Section 5.5; and
- (v) all Liabilities arising out of or relating to Indebtedness incurred by the Seller.

Section 2.3. The Closing. The purchase and sale of the Purchased Assets and the assignment and assumption of the Assumed Liabilities and other transactions contemplated hereby (the “Closing”) shall take place at 10:00 a.m., Eastern Time at the offices of Ropes & Gray LLP, 1211 Avenue of the Americas, New York, New York 10036, as promptly as practicable following, but in no event later than, the second (2nd) Business Day following the satisfaction or waiver of each of the conditions set forth in Article 6 hereof (other than those conditions which can be satisfied only at the Closing in accordance with their terms, but subject to the satisfaction or waiver of such conditions at the Closing), or at such other time and place as may be agreed to by the parties hereto. The date on which the Closing occurs is referred to in this Agreement as the “Closing Date”. If the Closing occurs, the Closing shall be deemed to be effective for all business, accounting, financial, Tax, legal and other purposes as of 12:01 a.m., Central Time on the Closing Date (the “Effective Time”).

Section 2.4. Closing Deliveries and Payments.

(a) Buyer Closing Deliveries and Payments. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Buyer shall:

- (i) pay or cause to be paid to Seller an amount in cash equal to the Estimated Purchase Price as set forth on the Estimated Closing Statement, less the Escrow Amount;
- (ii) pay or cause to be paid to an escrow account established by the Escrow Agent an amount in cash equal to the Escrow Amount, to be held subject to, and disbursed as provided in, this Agreement and the Escrow Agreement (the “Escrow Fund”);
- (iii) pay or cause to be paid to each named party debtor set forth on the Estimated Closing Statement the applicable dollar amount, in cash, necessary to fully repay all items of Indebtedness set forth on Schedule 2.4(a)(iii) hereto (the “Paid-Off”);

Indebtedness”) owing to such named party debtor as of the Effective Time as set forth on the applicable Pay-Off Letter;

(iv) pay or cause to be paid to each obligee set forth on the Estimated Closing Statement the applicable dollar amount, in cash, necessary to fully pay all Seller Transaction Expenses owing to such obligee as of the Effective Time as set forth on any applicable invoice and the Estimated Closing Statement;

(v) with respect to all Acquired IP, deliver to Seller an assignment and assumption agreement in the form of Exhibit B hereto (the “Acquired IP Assignment and Assumption Agreement”) duly executed by Buyer, effecting the transfer and conveyance of the Acquired IP to Buyer;

(vi) deliver to Seller the Escrow Agreement, in the form of Exhibit C hereto (the “Escrow Agreement”) duly executed by Buyer;

(vii) with respect to all Purchased Assets and Assumed Liabilities, deliver to Seller a bill of sale, assignment and assumption agreement in the form of Exhibit F hereto (the “Bill of Sale, Assignment and Assumption Agreement”) duly executed by Buyer, effecting the transfer and conveyance of the Purchased Assets to Buyer;

(viii) the Liquor License Transition Agreement, duly executed by Buyer;
and

(ix) deliver to Seller the Buyer Bring-Down Certificate.

(b) Seller Closing Deliveries. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller shall deliver or cause to be delivered to Buyer:

(i) a customary payoff letter and related lien release authorization or documentation, in customary form, relating to the repayment of all Paid-Off Indebtedness and the termination of all Liens on any Assets securing such Indebtedness;

(ii) the Acquired IP Assignment and Assumption Agreement duly executed by the Selling Parties;

(iii) the Escrow Agreement duly executed by Seller;

(iv) the Seller Bring-Down Certificate;

(v) a certificate in the form of Exhibit D, dated as of the Closing Date, conforming to the requirements of Treasury Regulations Section 1.445-2(b) that Seller is an entity disregarded as separate from its owner and that its owner is not a foreign person within the meaning of Section 1445 of the Code (the “FIRPTA Certificate”) duly executed by Seller;

(vi) the Bill of Sale, Assignment and Assumption Agreement duly executed by the Selling Parties;

(vii) the Books and Records, it being understood that any Books and Records located at a Theatre or at the Corporate Office at the time of the Closing need not be physically delivered, but shall be deemed delivered at the Closing;

(viii) a general warranty deed, or the jurisdictional equivalent thereof, executed by the applicable Selling Company conveying fee title in the Owned Real Property to Buyer or Buyer's designated Affiliate in customary form;

(ix) with respect to Owned Real Property, all such affidavits, certificates and other instruments as may be required by a nationally recognized title company for purpose of issuing title insurance policies to Buyer, with the standard, pre-printed exceptions (other than with respect to survey matters) deleted;

(x) customary consents to assignment and estoppel certificates executed by each landlord under the Real Property Leases for the Theatres in the form agreed to between Buyer and Seller as of the date hereof, with such changes that are mutually agreed between Buyer and Seller;

(xi) customary consents to assignment executed by each counterparty under the Assigned Contracts; provided, however, that the Seller's delivery of such consents to assignment shall be a condition to Buyer's obligation to consummate the Contemplated Transactions under Section 6.2(d) only with respect to the Assigned Contracts set forth on Schedule 2.4(b)(xi); and

(xii) the Liquor License Transition Agreement, duly executed by each of the Selling Companies.

(c) Payment. All amounts payable pursuant to this Section 2.4 shall be paid at Closing by wire transfer of immediately available funds to an account designated in writing by the recipient not less than two (2) Business Days prior to the Closing Date.

Section 2.5. Purchase Price Adjustment.

(a) Estimated Closing Statement. Seller shall prepare in good faith and shall provide to Buyer no later than three (3) Business Days prior to the Closing Date, a written statement (the "Estimated Closing Statement"), together with reasonably detailed supporting information, setting forth Seller's good faith estimates of (i) Net Working Capital as of the close of business on the day immediately preceding the Target Closing Date (the "Estimated Net Working Capital"); (ii) all Indebtedness outstanding and unpaid as of the Target Closing Date (the "Estimated Closing Indebtedness"); (iii) the aggregate amount of all Cash and Cash Equivalents as of the close of business on the day immediately preceding the Target Closing Date (the "Estimated Closing Cash and Cash Equivalents"); (iv) all Seller Transaction Expenses outstanding and unpaid as of the close of business on the day immediately preceding the Target Closing Date (the "Estimated Seller Transaction Expenses"); (v) the aggregate amount of all Gift Card Liabilities (the "Estimated Gift Card Liability Amount"); (vi) the aggregate Cap Ex Amount (the "Estimated Cap Ex Amount"); (vii) the aggregate Leakage Amount (the "Estimated Leakage Amount"); (viii) the Accrued PTO as of the close of business on the day immediately preceding the Target Closing Date (the "Estimated Accrued PTO"), and (ix) based on clauses (i) through

(viii), a calculation of the resulting Estimated Purchase Price. Prior to the Closing Date, Seller shall consider in good faith any proposed changes to the Estimated Closing Statement proposed by Buyer.

(b) Pay-Off Letters; Lien Releases. At the Closing, Seller shall deliver to Buyer (i) customary pay-off letters, each in form and substance reasonably satisfactory to Buyer (each, a “Pay-Off Letter”); and (ii) full releases of all Liens securing or in respect of all Paid-Off Indebtedness, if any (each, a “Lien Release”).

(c) Determination of Final Purchase Price.

(i) No later than sixty (60) days after the Closing Date, Buyer shall prepare and deliver, or cause to be prepared and delivered, to Seller a written statement (the “Final Closing Statement”) setting forth the proposed amounts and calculations of (i) Net Working Capital as of the close of business on the day immediately preceding the Target Closing Date (the “Final Net Working Capital”); (ii) all Indebtedness outstanding and unpaid as of the Target Closing Date (the “Final Closing Indebtedness”); (iii) the aggregate amount of all Cash and Cash Equivalents as of the Target Closing Date (the “Final Closing Cash and Cash Equivalents”); (iv) all Seller Transaction Expenses outstanding and unpaid as of the Target Closing Date (the “Final Seller Transaction Expenses”); (v) the aggregate amount of all Gift Card Liabilities (the “Final Gift Card Liability Amount”); (vi) the aggregate Cap Ex Amount (the “Final Cap Ex Amount”); (vii) the aggregate Leakage Amount (the “Final Leakage Amount”); (viii) the Accrued PTO as of the close of business on the day immediately preceding the Target Closing Date (the “Final Accrued PTO”); and (ix) based on clauses (i) through (viii), a calculation of the resulting Final Purchase Price (such amounts and calculations, the “Proposed Closing Date Calculations”). The Final Closing Statement shall be prepared, and the Proposed Closing Date Calculations shall be consistent with the past practice of the Selling Companies.

(A) If Seller does not give written notice of any dispute describing in reasonable detail the basis for such dispute and its alternative calculation of each item of the Final Purchase Price in dispute (a “Purchase Price Dispute Notice”) to Buyer within fifteen (15) days of receiving the Final Closing Statement, the Proposed Closing Date Calculations shall be deemed to be final, in each case, for purposes of determining the Actual Adjustment. Prior to the end of such fifteen (15) day period, Seller may accept the Proposed Closing Date Calculations by delivering written notice to that effect to Buyer, in which case the Final Purchase Price will be finally determined when such notice is given.

(B) If Seller delivers a timely Purchase Price Dispute Notice to Buyer, Buyer and Seller shall use commercially reasonable efforts to resolve the dispute during the thirty (30) day period commencing on the date Buyer receives the Purchase Price Dispute Notice from Seller. If Seller and Buyer do not agree upon a final resolution with respect to any disputed items within such thirty (30)-day period, then the remaining items in dispute shall be submitted immediately to a nationally-recognized, independent accounting firm selected by Buyer and Seller (the “Accounting Firm”). If the parties cannot agree on an Accounting Firm

within such (thirty) 30 day period, either party may or both parties may jointly request appointment of the Accounting Firm by the American Arbitration Association (“AAA”) in New York, New York in accordance with its Commercial Arbitration Rules as in effect on the date of this Agreement; provided, that such AAA-appointed Accounting Firm must be a certified public accounting firm with significant experience in the context of business combinations that has not provided services to either Seller or Buyer or to their respective Subsidiaries (or any Affiliates of Buyer) in the preceding three (3) years. The Accounting Firm shall be instructed to render a determination of the applicable dispute within fifteen (15) days after referral of the matter to such Accounting Firm, which determination must be in writing and must set forth, in reasonable detail, the basis therefor.

(C) Within ten (10) days after the engagement of the Accounting Firm, Seller and Buyer shall present their respective positions with respect to the items set forth in the Purchase Price Dispute Notice in the form of a written report a copy of which shall be delivered to the other party hereto, and (without limiting the rights of Seller and its agents under Section 2.5(c)(ii)) no *ex parte* conferences, oral examinations, testimony, depositions, discovery or other form of evidence gathering or hearings shall be conducted or allowed; provided, that, at the Accounting Firm’s request, or as mutually agreed by Seller and Buyer, Seller and Buyer may meet with the Accounting Firm so long as representatives of both Seller and Buyer are present. The Accounting Firm’s determination shall be instructed to be based solely on the written reports submitted to the Accounting Firm by Seller and Buyer, oral submissions by Seller and Buyer at meetings held in compliance with the prior sentence, and on the definitions and other terms included herein (i.e., not on independent review); provided, that in resolving a disputed item, the Accounting Firm may not assign a value to any particular item greater than the greatest value for such item or less than the smallest value for such item, in each case claimed by Buyer or Seller in the written reports presented to the Accounting Firm. The Accounting Firm’s decision with respect to the matters in dispute shall be final and binding on the parties hereto, and any party may seek to enforce such decision in a court of competent jurisdiction.

(D) The terms of appointment and engagement of the Accounting Firm shall be as agreed upon between Seller and Buyer, and any associated engagement fees shall be initially borne fifty percent (50%) by Seller and fifty percent (50%) by Buyer; provided that such fees shall ultimately be borne as set forth below. All other costs and expenses incurred by the parties hereto in connection with resolving any dispute hereunder before the Accounting Firm shall be borne by the party incurring such cost and expense. The fees and disbursements of the Accounting Firm shall ultimately be allocated among Seller, on the one hand, and Buyer, on the other hand, in the same proportion that the aggregate amount of the disputed items submitted to the Accounting Firm that are unsuccessfully disputed by them (as finally determined by the Accounting Firm) bears to the total amount of such disputed items so submitted. Such determination of the Accounting Firm shall be conclusive and binding upon the parties hereto. The Proposed Closing Date Calculations shall be revised as appropriate to reflect the resolution

of any objections thereto pursuant to Section 2.5(c)(i)(A) and, as so revised, such Proposed Closing Date Calculations shall be deemed to set forth the calculation of the Final Purchase Price and each component thereof for all purposes hereunder (including the determination of the Actual Adjustment).

(ii) Buyer shall make its financial records available to Seller and its accountants and other representatives at reasonable times at any time during the review by Seller of, and the resolution of any objections with respect to, the Proposed Closing Date Calculations.

(d) Tax Prorations. All Taxes (including real estate Taxes, personal property Taxes, and ad valorem Taxes) applicable to the Business or imposed upon or assessed against the Purchased Assets including, without limitation, Real Property, will be remitted to the collecting authorities by the Selling Companies if the same are due and payable on or before the Closing Date, and by Buyer if due and payable thereafter; provided, however, Taxes imposed upon or assessed against the Purchased Assets (which, for purposes of this Section 2.5(d), shall include any Taxes payable by the Selling Companies under the Theatre Leases) for the lease year or tax year (whichever is applicable) in which the Closing Date occurs (the “Proration Period”) will (A) in the case of any Taxes applicable to the Business or imposed upon or assessed against the Purchased Assets that are based on income, activities, events, other transaction-based Taxes or the level of any item, gain, gross or net sales, payments, receipts, proceeds, profits or other similar items, shall be determined based on an interim closing of the books method (and for such purpose as of the close of business on the Target Closing Date) and (B) in the case of any other Taxes not described in clause (A), be apportioned and prorated between the Selling Companies and Buyer on and as of the Target Closing Date with (i) Buyer bearing the expense of Buyer’s proportionate share of such Taxes which shall be equal to the product obtained by multiplying the amount of the Taxes for the full Proration Period by a fraction, the numerator being the number of days in the Proration Period following the Target Closing Date and the denominator being 365, and (ii) the Selling Companies bearing the remainder of the Taxes for the Proration Period. In the case of (B), if actual Tax figures for the year of Closing are not available on the Closing Date, an estimated tentative proration of Taxes shall be made using tax figures from the preceding year. When actual Taxes for the year of Closing are available, a correct proration of such Taxes shall be made. If Taxes for the year of Closing are more than estimated, then the Selling Companies shall pay to Buyer a pro rata part of the increase, computed to the Target Closing Date consistent with this Section 2.5(d). If Taxes for the year of Closing are less than estimated, then the Buyer shall pay to the Selling Companies a pro rata part of the decrease, computed to the Target Closing Date consistent with this Section 2.5(d).

(e) Payment of Actual Adjustment.

(i) If the Actual Adjustment is a positive amount, Buyer shall pay, or shall cause to be paid, to Seller the Actual Adjustment by wire transfer or delivery of immediately available funds, in each case, within five (5) Business Days after the date on which the Final Purchase Price is finally determined pursuant to this Section 2.5(e)(i).

(ii) If the Actual Adjustment is a negative amount, then within five (5) Business Days after the date on which the Final Purchase Price is finally determined pursuant to this Section 2.5(e)(ii), Seller and Buyer shall cause to be paid from the Escrow Fund, subject to the terms and conditions of the Escrow Agreement, to Buyer an amount equal to the Actual Adjustment to the extent such funds remain in the Escrow Fund. For the avoidance of doubt, any amount to be paid pursuant to this clause (ii) shall be paid solely from the Escrow Fund, to the extent any of the Escrow Amount remains in the Escrow Fund, and in no event shall any Selling Company or Leakage Party be liable for any such amounts.

Section 2.6. Post-Closing Earnout.

(a) No later than February 28, 2024, Buyer shall prepare and deliver, or cause to be prepared and delivered, to Seller a written statement (the “TLCF Statement”) setting forth the proposed calculation of the TLCF Amount in reasonable detail. Upon final determination of the TLCF Amount in accordance with this Section 2.6, if the TLCF Amount is greater than the Target TLCF Amount, then Buyer shall pay, or shall cause to be paid (the “Earnout Payment”), to Seller an amount equal to four (4) times each dollar by which the TLCF Amount is greater than the Target TLCF Amount. By way of example only, if the TLCF Amount as finally determined in accordance with this Section 2.6 is \$13,000,000, the Earnout Payment would be \$1,400,000 (e.g., \$13,000,000 minus \$12,650,000, multiplied by four (4)). If the TLCF Amount as finally determined in accordance with this Section 2.6 is below the Target TLCF Amount, no Earnout Payment shall be made.

(b) The TLCF Statement delivered by Buyer pursuant to Section 2.6(a) above shall be deemed final unless Seller notifies Buyer in writing that Seller objects to one or more items reflected in the TLCF Statement within fifteen (15) days after delivery of the TLCF Statement to Seller. In the event of any such objection, Seller and Buyer shall negotiate in good faith to resolve any such dispute. If Seller and Buyer are unable to resolve such dispute within forty-five (45) days after the delivery of the TLCF Statement to Seller, such dispute shall be submitted immediately to the Accounting Firm for resolution. The fees and expenses of the Accounting Firm shall be borne equally by Seller, on the one hand, and Buyer, on the other. Buyer and Seller each agree to use commercially reasonable efforts to cause the TLCF Amount to be finalized, and to cause any Earnout Payment to be made, on or prior to March 31, 2024.

(c) Buyer shall make its financial records available to Seller and its accountants and other representatives at reasonable times at any time during the review by Seller of, and the resolution of any objections with respect to, the TLCF Statement and Buyer’s calculation of the TLCF Amount.

(d) From and after the Closing Date, Buyer shall operate the Business in the ordinary course of business consistent with past practice, and shall not operate the Business in a manner that otherwise reduces the TLCF Amount beyond what the TLCF Amount would have been had the Selling Companies continued to operate the Business in the ordinary course of business consistent with past practice. For the avoidance of doubt, prior to January 1, 2024, Buyer shall not amend or replace any vendor contract that would result in Buyer having to pay in excess

of five (5) percent more than what the applicable Selling Company currently pays under the applicable vendor contract.

(e) Not later than forty-five (45) days following the end of each calendar month from and after the Closing Date, Buyer shall provide to Seller a calculation of TLCHF for the twelve (12) month period ending on the last day of the prior calendar month, setting forth such calculation of TLCHF in reasonable detail, which such deliveries shall include monthly and year-to-date financial statements.

Section 2.7. Post-Closing HVAC Repair Costs.

(a) Buyer shall cause all HVAC units located at the Theatres and the Corporate Office, to the extent HVAC repair and maintenance is a tenant obligation under the Corporate Office Lease, (collectively, the “HVAC Units”) to be operated and maintained in the ordinary course of business. If and to the extent any of the HVAC Units must be repaired or replaced in the ordinary course of business, Buyer shall provide Seller with a written estimate (an “HVAC Repair Statement”) from a reputable (to a similar extent as would have been hired by the Selling Companies prior to the Closing Date) HVAC repair professional in the region of the applicable Theatre or Corporate Office selected by Buyer indicating the required repair work to be conducted or replacement to be made, a reasonable explanation of the scope and reason why such work is necessary, and the estimated cost of such work (such cost being the “HVAC Repair Costs”). Seller agrees that any HVAC repair professional utilized by the Selling Companies in the ordinary course of business as of the Target Closing Date shall be deemed a reputable HVAC repair professional for purposes of this Section 2.7. No HVAC Repair Statement may be delivered for any HVAC repairs first occurring after the two (2) year anniversary of the Closing Date.

(b) Within five (5) Business Days after the date of the delivery of an HVAC Repair Statement to Seller, Seller and Buyer shall cause to be paid from the Escrow Fund and subject to the terms and conditions of the Escrow Agreement, to Buyer an amount equal to the amount of HVAC Repair Costs set forth on such final HVAC Repair Statement solely to the extent such funds remain in the Escrow Fund. For avoidance of doubt, any amount to be paid pursuant to this clause (b) shall be paid solely from the Escrow Fund, to the extent any of the Escrow Amount remains in the Escrow Fund, and in no event shall any Selling Company or Leakage Party be liable for any such amounts.

(c) Buyer shall make its records regarding operation, maintenance and repair of all HVAC Units, and applicable personnel and outside professionals used to make any repairs to or replacement of any HVAC Units, available to Seller and its accountants and other representatives at reasonable times upon written request by Seller.

Section 2.8. Purchase Price Allocation. Within one hundred and twenty (120) days after the Closing Date, Buyer shall deliver a schedule in the form of Schedule III allocating the purchase price (as determined for Tax purposes) (the “Allocation Schedule”) among the Purchased Assets solely for Tax purposes, including the assets of the Selling Companies, in accordance with Section 1060 of the Code (and any similar provisions of state or local Law, as appropriate). The Allocation Schedule shall be deemed final unless Seller notifies Buyer in writing that Seller objects to one or more items reflected in the Allocation Schedule within forty-five (45) days after delivery

of the Allocation Schedule to Seller. In the event of any such objection, Seller and Buyer shall negotiate in good faith to resolve any such dispute; provided, however, that if Seller and Buyer are unable to resolve such dispute within sixty (60) days after the delivery of an Allocation Schedule to Seller, such dispute shall be submitted immediately to the Accounting Firm for resolution. The fees and expenses of such accounting firm shall be borne equally by Seller, on the one hand, and Buyer, on the other. The parties shall (a) report, act and file their respective Tax Returns (including IRS Form 8594) in accordance with such allocation and any adjustments thereto, and (b) shall not take any position on a Tax Return or in a Tax audit or similar proceeding inconsistent with such allocation and any adjustments thereto except upon a contrary final determination by an applicable taxing authority. To the extent that the purchase price is adjusted, Buyer shall prepare an updated Allocation Schedule in accordance with the procedure set forth in this Section 2.8.

Section 2.9. Withholding. To the extent the FIRPTA certificate has been delivered to Buyer pursuant to Section 2.4(b)(v), all amounts payable in connection with the Contemplated Transactions shall be made free of any withholding or deduction.

Section 2.10. Transfer Taxes. Seller shall be responsible for and shall pay all local, foreign or other excise, sales, use, value added, transfer (including real property transfer or gains), stamp, documentary, filing, recordation and other similar Taxes and fees that may be incurred in connection with the Contemplated Transactions, together with any inflation adjustment, interest, additions or penalties with respect thereto and any inflation adjustment or interest with respect to such additions or penalties (collectively, "Transfer Taxes"). Seller shall, at its own cost, prepare and timely file or cause to be filed all necessary documentation and Tax Returns with respect to such Transfer Taxes and provide copies thereof to Buyer; provided, that Buyer shall join in the execution of any such Tax Returns or other documentation if required by applicable Law.

Section 2.11. Bulk Sale Laws. Buyer hereby waives compliance by the Selling Companies with the provisions of the "bulk sales," "bulk transfer" or similar Laws of any state or any jurisdiction outside the United States that may otherwise be applicable with respect to the sale of the Purchased Assets.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES REGARDING THE SELLING COMPANIES

The Selling Companies hereby represent and warrant to Buyer (on a joint and several basis) that the representations and warranties in this Article 3 are true and correct as of the date of this Agreement and as of the Closing Date (except to the extent such representations and warranties are made on and as of a specified date, in which case as of such specified date):

Section 3.1. Organization and Qualification.

(a) Each Selling Company is a corporation, partnership or limited liability company duly organized, validly existing and in good standing under the laws of its jurisdiction of organization. Seller and each Company has the requisite power and authority under its Governing Documents to own, lease and operate its assets and properties including, without

limitation, the Purchased Assets, and to carry on its businesses, including, without limitation, the Business, as presently conducted.

(b) Each Selling Company is duly qualified or licensed to transact business and is in good standing in each jurisdiction in which the property and assets owned, leased or operated by it, or the nature of the business conducted by it, makes such qualification or licensing necessary except where the failure to be so qualified would not have a Material Adverse Effect on the ability of a Selling Company to perform its obligations under this Agreement.

(c) Each Selling Company has made available to Buyer an accurate and complete copy of each Governing Document of such Selling Company, including all amendments thereto, in each case, as in effect as of the date of this Agreement. No Selling Company is in violation of any provision of its Governing Documents.

Section 3.2. Authority. Each Selling Company has the requisite corporate power and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement to be executed in connection with the transactions contemplated hereby (the “Ancillary Documents”) to which such Selling Company is a party, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and each of the Ancillary Documents to which a Selling Company is a party, the performance by such Selling Company of their obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary corporate action on the part of the relevant Selling Company. This Agreement and each of the Ancillary Documents to which a Selling Company is a party have been duly and validly authorized, executed and delivered by such Selling Company, as applicable, and constitutes a valid, legal and binding agreement of such Selling Company (assuming that this Agreement has been, and the Ancillary Documents to which such Selling Company is a party will have been, duly and validly authorized, executed and delivered by the other Persons party thereto at or prior to the Closing), enforceable against such Selling Company in accordance with their respective terms, except (a) to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors’ rights generally and (b) that the availability of equitable remedies, including specific performance, is subject to the discretion of the court before which any proceeding thereof may be brought.

Section 3.3. Financial Statements.

(a) Attached hereto as Schedule 3.3 are copies of the (i) unaudited balance sheets and related income statements of the Selling Companies on a combined basis for the fiscal year ended December 31, 2022 (the “Year-End Financial Statements”), and (ii) the unaudited balance sheets and related income statements of the Selling Companies on a combined basis for the period ending April 30, 2023 (the “Interim Financial Statements” and, collectively with the Year-End Financial Statements, the “Financial Statements” and such December 31, 2022 date, the “Financial Statements Date,” and such April 30, 2023 date, the “Interim Financial Statements Date”).

(b) The Financial Statements (i) were derived from the books and records of the Business and the Selling Companies, (ii) were prepared in accordance with the Accounting Principles, consistently applied throughout the periods involved, and (iii) fairly present, in all material respects, the individual results of operations and financial position of the Business and the Selling Companies as of the respective dates and for the periods referred to in such Financial Statements.

Section 3.4. Absence of Undisclosed Liabilities. Except as set forth on Schedule 3.4, none of the Selling Companies have any Liabilities that would be required to be reflected or reserved against on a balance sheet prepared for the Business or such Selling Company in accordance with the Accounting Principles, except for: (i) Liabilities for Taxes, assessments or other claims by a Governmental Entity not yet delinquent or the amount or validity of which is being contested in good faith by appropriate proceedings; (ii) Liabilities reflected or reserved against on the Interim Financial Statements; (iii) Liabilities incurred after the Interim Financial Statements Date in the ordinary course of business; (iv) Liabilities that are Seller Transaction Expenses; or (v) Liabilities that are Excluded Liabilities, and no such Liabilities result from, arise out of, or relate to any breach or violation of, or default under, a Contract or Law.

Section 3.5. Consents and Approvals; No Violations. Except as set forth on Schedule 3.5, no notices to, filings with, or authorizations, consents or approvals of any Person or Governmental Entity are necessary for the execution, delivery or performance by any Selling Company of this Agreement or the Ancillary Documents to which such Selling Company is a party or the consummation by the Selling Companies of the transactions contemplated hereby or thereby. Neither the execution, delivery or performance by a Selling Company of this Agreement or the Ancillary Documents to which such Selling Company is a party nor the consummation by such Selling Company of the transactions contemplated hereby or thereby nor compliance by such Selling Company with any of the provisions hereof or thereof will (a) conflict with or result in any breach or violation of any provision of such Selling Company's Governing Documents, (b) except as set forth on Section 3.5, result in a violation or breach of, require any consent or notice under, or constitute (with or without due notice or lapse of time or both) a default or event of default under or give rise to any right of termination, cancellation or acceleration of any obligation or to a loss of a benefit under, or give rise to any obligation to make any payment under, any of the terms, conditions or provisions of any Assigned Contract or Permit, (c) violate any Law or (d) except as contemplated by this Agreement or with respect to Permitted Liens, result in the creation of any Lien upon any of the Purchased Assets.

Section 3.6. Vendors. Set forth on Schedule 3.6 is (i) a list of the top ten (10) largest vendors (measured by dollar volume of purchases) of the Business during the fiscal year ended December 31, 2022 and the four (4) month period ended April 30, 2023 (each such vendor, a "Key Vendor") and (ii) a list of all vendors of the Business who have spent more than \$100,000 during the twelve (12) month period ended April 30, 2023. From April 30, 2023 through the date hereof, no Key Vendor has (a) permanently or indefinitely stopped, or given any written notice to any Selling Company or Affiliate thereof that it intends to stop selling to or supplying any goods or services with respect to the Theatres; (b) materially reduced, or given any Selling Company or Affiliate thereof written notice that it intends to materially reduce, its selling to or supplying of any goods or services with respect to the Theatres; or (c) materially changed, or given any Selling

Company or Affiliate thereof written notice that it intends to change, the terms, including price terms, on which it is prepared to supply goods or services with respect to the Theatres.

Section 3.7. Assigned Contracts. The Selling Companies have made available to Buyer accurate and complete copies of each written Contract along with all amendments and modifications thereto (or an accurate and reasonably detailed written description of the material terms of each oral Contract) listed on Schedule 3.7 (collectively, the “Assigned Contracts”). Except as set forth on Schedule 3.7, each Assigned Contract is in full force and effect and is legal, valid and binding on the applicable Selling Company, is enforceable in accordance with its terms against such Selling Company, and to the Knowledge of Seller, against each other party thereto (subject to applicable bankruptcy, insolvency, reorganization, moratorium or other Laws affecting generally the enforcement of creditors’ rights and subject to general principles of equity). Neither any Selling Company nor, to the Knowledge of Seller, any other party to any Assigned Contract has violated any material provision of, or committed or failed to perform any act that, with or without notice, lapse of time, or both, would constitute a default under the provisions of such Assigned Contract or permit termination, cancellation, acceleration, suspension, or modification of any obligation or loss of any material benefit under such Assigned Contract. The consummation of the transactions contemplated hereby will not (either alone or upon the occurrence of any additional acts or events) result in any payment (whether of severance pay or otherwise) becoming due under any Assigned Contract or in the right of any Person to acquire or obtain any of the Purchased Assets. During the twelve (12) month period prior to the date hereof, none of the Selling Companies have received any written notice of termination in respect of any Assigned Contract.

Section 3.8. Absence of Changes. Since the Financial Statements Date, (a) no event, change, fact, condition or circumstance has occurred or arisen that has had, or would reasonably be expected to have, a Material Adverse Effect, and (b) except as disclosed on Schedule 3.8, the Selling Companies have conducted the Business in all material respects only in the ordinary course of business consistent with past practice, and no Selling Company has (i) taken any action or omitted to take any action that would have violated the provisions of Section 5.2 if such provisions had been in effect at all times since the Financial Statements Date or (ii) suffered any material loss, damage, destruction or eminent domain taking, whether or not covered by insurance, with respect to any of the Assets or the Business.

Section 3.9. Litigation; Governmental Orders.

(a) Litigation. Except as set forth on Schedule 3.9, there are no, and for the three (3) years prior to the date of this Agreement, there have been no, Actions pending or, to the Selling Companies’ knowledge, threatened or contemplated, by or against any Selling Company or any of their respective officers, managers, directors, or employees, with respect to the Purchased Assets or the Business, at law or in equity. Except as set forth on Schedule 3.9, none of the Selling Companies are subject to any outstanding Governmental Order or material settlement agreement with respect to any Purchased Assets or the Business.

(b) Governmental Orders. Except as disclosed on Schedule 3.9, no Governmental Order has been issued that is applicable to any Selling Company or the Purchased Assets and, to the Selling Companies’ knowledge, no Selling Company is a party to any settlement, consent, or similar agreement relating to the Purchased Assets or the Business.

Section 3.10. Compliance with Applicable Law; Permits. Except as set forth in Schedule 3.10, each Selling Company is and has been for the past three (3) years in compliance in all material respects with all applicable Laws, including, without limitation, the Americans With Disabilities Act of 1990 or any similar federal, state or local law or regulation, and no Selling Company has received any written notice alleging any failure to comply with any such Laws. The Selling Companies hold and are in material compliance with all permits, licenses (including Theatre Liquor Licenses), approvals, certificates, registrations, listings, clearances, approvals and other authorizations of and from all, and have made all declarations and filings with, Governmental Entities necessary for the lawful conduct of the Business as conducted on the Agreement Date and the Closing Date (the “Permits”). There are no Actions pending or, to the Knowledge of Seller, threatened relating to the suspension, unresolved citations, unsatisfied penalties, past disciplinary actions, failure to renew, revocation or modification of any such Permits that would reasonably be expected to have any impact on any Theatre or ability to maintain or renew any Theatre Liquor License.

Section 3.11. Employee Plans.

(a) Schedule 3.11 lists all Employee Benefit Plans and all Employee Compensation Benefits.

(b) Neither any Selling Company nor any of its ERISA Affiliates has ever maintained, contributed to or otherwise had any liability (contingent or otherwise) with respect to any plan subject to Title IV or Section 302 of ERISA or Sections 412 or 430 of the Code, including any multiemployer plan (within the meaning of Section 3(37) of ERISA), and no facts or circumstances exist that could result in the imposition on any Selling Company or any of their ERISA Affiliates of any liability under Title IV or Section 302 of ERISA or Section 412 or Section 430 of the Code.

(c) Each Employee Benefit Plan and Employee Compensation Benefit arrangement has been maintained and administered in compliance in all material respects with its terms and with the applicable requirements of ERISA and the Code and any other applicable Laws. Each Employee Benefit Plan that is intended to be qualified under Section 401(a) of the Code is subject to a favorable determination or opinion letter from the Internal Revenue Service and there are no facts or circumstances that would be reasonably likely to adversely affect the qualified status of any such Employee Benefit Plan or otherwise result in any liability to Buyer.

(d) No Employee Benefit Plan or Employee Compensation Benefit arrangement provides post-termination of employment or service health or other welfare benefits other than as required by Part 6 of Subtitle B of Title I of ERISA at the sole expense of the participant.

(e) With respect to each Employee Benefit Plan and Employee Compensation Benefit arrangement, the Selling Companies have made available to Buyer copies, to the extent applicable, of (i) the Employee Benefit Plan or Employee Compensation Benefit plan or agreement (or, if not been reduced to writing, a summary of its material terms), (ii) all material correspondence with any Governmental Entity with respect to the Employee Benefit Plan or

Employee Compensation Benefit arrangement, (iii) the most recent Internal Revenue Service determination or opinion letter.

(f) With respect to the Employee Benefit Plans and the Employee Compensation Benefits, all required contributions, premiums and payments have been timely made or, if not yet required to have been made, properly accrued in accordance with GAAP, in all material respects.

(g) No Action with respect to the administration, the investment of the assets of or any other matter relating to any Employee Benefit Plan (other than routine claims for benefits) or any Employee Compensation Benefits is pending or, to the Selling Companies' knowledge, threatened.

(h) Other than as listed in Schedule 3.11(g), the consummation of the transactions contemplated by this Agreement, whether alone or together with any other event, will not (i) entitle any current or former employee, director or independent contractor of a Selling Company or an Affiliate to severance pay or any other Compensation, or (ii) result in any acceleration, vesting, distribution, forgiveness of indebtedness, increase in Compensation or benefits, or obligation to fund benefits, in each case, with respect to any such current or former employee, director or independent contractor.

(i) There is no lien or other encumbrance on the Purchased Assets relating to any Employee Benefit Plans or Employee Compensation Benefits and no event has occurred, and no circumstances exist, that could give rise to any such lien or encumbrance.

(j) To the Knowledge of Seller, the Selling Companies have, for purposes of each Employee Benefit Plan and Employee Compensation Benefit, correctly classified all individuals performing services for the Selling Companies as common law employees, leased employees, or independent contractors, as applicable.

(k) Buyer will have no Liability with respect to any Employee Benefit Plans or Employee Compensation Benefits of the Selling Companies.

Section 3.12. Labor and Employment Matters.

(a) Schedule 3.12(a) sets forth a correct and complete list, as of the date immediately preceding the date of this Agreement, of all Business Employees and each such Business Employee's employer, job title, Accrued PTO as of such date, and whether such Business Employee is paid on a salary or hourly basis.

(b) Except as set forth on Schedule 3.12(b), (i) the Selling Companies and their Affiliates are not subject to any collective bargaining or other agreement with a Union and no such agreement is being negotiated, (ii) to the Knowledge of Seller, as of the date of this Agreement, no union organization campaign is in progress with respect to any Business Employees, and there has been no such campaign at any time on or after January 1, 2020, and (iii) no Business Employee is represented by a Union, and no petition has been filed by or on behalf of any such Union with any Governmental Entity seeking recognition of a bargaining representative of any such Business Employees.

(c) As of June 20, 2023, to the Knowledge of Seller, no key employee or group of employees of the Selling Companies intends to terminate his, her or their employment with the Selling Companies. The Selling Companies have not experienced any labor strike, slowdown, lockout, or other work stoppage or labor dispute, nor to the Knowledge of Seller, is any such action threatened, with respect to the Business.

(d) The Selling Companies and their Affiliates have complied and are in compliance in all material respects with all applicable Laws pertaining to labor, employment and employment practices to the extent they relate to the Business Employees, including, without limitation, fair employment practices, occupational safety and health, equal employment opportunity, nondiscrimination and other employment activities with respect to the Business. There has been no complaint, claim or charge filed or, to the Knowledge of Seller, threatened against the Selling Companies with or by any Governmental Entity responsible for the prevention of unlawful employment practices with respect to the Business.

Section 3.13. Intellectual Property.

(a) Schedule 3.13(a) sets forth a list of Acquired IP that constitutes the material copyrights, trademarks, Software, and internet domain names of the Selling Companies used in connection with the Business. Except as set forth on Schedule 3.13(a), all Acquired IP consists solely of items and rights that are (i) owned by the Selling Companies, (ii) in the public domain, or (iii) Intellectual Property owned by third parties and held or used by the Selling Companies pursuant to an enforceable license or other Contract, in each case free and clear of all Liens except for Permitted Liens. To the Knowledge of Seller, the Selling Companies are in compliance in all material respects with and have not materially breached, materially violated or materially defaulted under, or received written notice that they have breached, violated or defaulted under, any of the terms or conditions of any license or other Contract applicable to any owned Acquired IP, and there is no dispute regarding the scope of or compliance with any such license or other Contract. The Acquired IP constitutes all of the Intellectual Property material to the conduct of the Business as currently conducted and is fully transferable, alienable and licensable by the Selling Companies to the Buyer at or prior to Closing without payment of any kind to any Person.

(b) Except as set forth on Schedule 3.13(a), and to the Knowledge of Seller, (i) none of the Acquired IP that is owned by a Selling Company is invalid or unenforceable, (ii) there are no Actions currently pending or that were pending in the three (3) years prior to the Closing, threatened, against any Selling Company contesting the use or ownership of Acquired IP that is owned by a Selling Company, or alleging that any Selling Company is currently infringing the Intellectual Property rights of any other Person, and (iii) there are no Actions pending or contemplated that have been brought by a Selling Company against any Person currently alleging infringement of any owned Acquired IP. Except as set forth on Schedule 3.13(a), to the Knowledge of Seller, (x) the conduct of the Business as currently conducted does not infringe, misappropriate or otherwise violate, and has not in the past six (6) years infringed, misappropriated or otherwise violated, any Intellectual Property rights of any Person, and (y) no Person is currently infringing, misappropriating or otherwise violating, and has not in the past six (6) years infringed, misappropriated or otherwise violated, any Acquired IP.

(c) The Selling Companies lawfully own, lease, or license all IT Systems that are used in the operations of the Business. The Selling Companies have taken commercially reasonable measures to maintain the performance, security and integrity of the IT Systems. The IT Systems (i) are adequate and sufficient for and operate and perform in all material respects as required in connection with the Business as it currently is conducted and is contemplated to be conducted, and (ii) have not suffered any material malfunction, failure, or breach of personal information, as defined under applicable Law, within the past three (3) years. The Selling Companies have implemented reasonable back-up and disaster recovery arrangements in the event of a failure of the IT Systems that are at least consistent with industry practice.

Section 3.14. Insurance. Schedule 3.14 contains an accurate and complete list of all policies of fire, liability, workers' compensation, property, casualty and other forms of insurance (including primary, excess and umbrella policies) owned or held by or on behalf of or providing insurance coverage to the Selling Companies, the Business or any of the Selling Companies' directors, officers, managers, salespersons, agents, employees or other representatives in their capacities as such, in each case, as amended or otherwise modified and in effect (the "Insurance Policies") as of the date of this Agreement. All such policies are in full force and effect, all premiums with respect thereto covering all periods up to and including the Closing Date have been paid, and no notice of cancellation or termination has been received by any Selling Company with respect to any such policy and, to the Knowledge of Seller, no such cancellation or termination with respect to any such policy is threatened. Except as set forth on Schedule 3.14, (a) no Selling Company has made any claim under any such Insurance Policy with respect to which an insurer has, in a written notice to any Selling Company, questioned, denied or disputed or otherwise reserved its rights with respect to such coverage, and (b) no insurer has threatened in writing to cancel any such Insurance Policy.

Section 3.15. Tax Matters. Except as set forth on Schedule 3.15:

(a) the Selling Companies have prepared and duly filed (or has had so prepared and filed on its behalf) with the appropriate domestic federal, state, local taxing authorities all federal and state income Tax Returns and all other Tax Returns required to be filed with respect to the Selling Companies. The Selling Companies have timely and fully paid (or have had timely and fully paid on its behalf) all Taxes shown thereon, including Taxes which the Selling Companies are obligated to withhold from amounts owing to any employee, equity interest holder, creditor or third party;

(b) all Tax Returns filed by or on behalf of the Selling Companies are true, complete and correct in all material respects;

(c) no Selling Company is currently the subject of any Action, Tax audit, examination, suit, litigation or other proceeding with respect to material amounts of Taxes, and to the Knowledge of Seller, none of the foregoing is threatened against or with respect to the Purchased Assets, the Business, or any Selling Company;

(d) no Selling Company has waived or consented to extend the time, or been the beneficiary of any extension of time, in which any Tax may be assessed or collected by any

taxing authority (other than any extension which is no longer in effect or routine extension to file a Tax Return);

(e) no Selling Company has received from any taxing authority any written notice of proposed assessment, adjustment, deficiency, underpayment of Taxes or any other such written notice which has not since been satisfied by payment or been withdrawn;

(f) no written claim has been made by any taxing authority in a jurisdiction where the Selling Companies do not file Tax Returns that any Selling Company is or may be subject to taxation by or filing requirements with that jurisdiction; and

(g) the Selling Companies (i) do not have any material amount of liability for Taxes of another Person under Section 1.1502-6 of the Treasury Regulations (or any similar provision of state, local or foreign Law), as a transferee or successor, by contract or otherwise or (ii) are not a party to any Tax allocation or sharing agreement (other than commercial contracts entered into in the ordinary course of business that do not relate primarily to Taxes).

(h) Notwithstanding any other provision of this Agreement, (i) the representations and warranties contained in Schedule 3.15 constitute the sole and exclusive representations and warranties of the Selling Companies relating to any Taxes or Tax Returns and (ii) nothing in this Agreement shall be construed as providing a representation or warranty with respect to the existence, amount, expiration date or limitations on (or availability of) any Tax attribute (including methods of accounting) of the Selling Companies.

Section 3.16. Brokers. Except as set forth on Schedule 3.16, no broker, finder, financial advisor or investment banker is entitled to any broker's, finder's, financial advisor's, investment banker's fee or commission or similar payment in connection with the transactions contemplated by this Agreement, including, without limitation, the transfer of fee title to any Owned Real Property to Buyer, based upon arrangements made by or on behalf of any Selling Company.

Section 3.17. Real and Personal Property.

(a) Real Property. Schedule 3.17(a) sets forth a list of the addresses of all real property (i) owned by any of the Selling Companies (the "Owned Real Property"), and (ii) leases, subleases, licenses or other written agreements pertaining to real property leased, subleased, licensed to, or otherwise used or occupied by any of the Selling Companies or any of their Subsidiaries (each a "Real Property Lease," and such real property leased thereunder, the "Leased Real Property" and together with the Owned Real Property, the "Real Property") pursuant to which any of the Selling Companies or any of their Subsidiaries is a tenant as of the date of this Agreement.

(b) Except as set forth on Schedule 3.17(b):

(i) the Selling Companies have good and clear record, marketable and indefeasible fee simple title in and to the Owned Real Property, free and clear of all Liens other than Permitted Liens and Liens that will be discharged at Closing;

(ii) each Real Property Lease is valid and binding on the Selling Company party thereto, in full force and effect, and enforceable in accordance with its terms (subject to applicable bankruptcy, insolvency, reorganization, moratorium or other Laws affecting generally the enforcement of creditors' rights and subject to general principles of equity); there are no existing defaults or any events that with passage of time or the giving of notice, or both, would constitute an event of default by the tenant under any Real Property Lease or, to the Knowledge of Seller, by any other party to any Real Property Lease;

(iii) there are no written or oral leases, subleases, licenses, concessions, occupancy rights or other Contracts, written or oral, granting to any Person other than a Selling Company the right to use or occupy all or any portion of any Real Property, and there is no Person in possession or occupancy of any Real Property other than the Selling Companies;

(iv) except as disclosed on Schedule 3.17(b)(iv), there are no outstanding options or rights of first refusal to purchase any Real Property (other than the rights of Buyer pursuant to this Agreement), or any portion thereof or interest therein;

(v) the Leasehold Interests and the Owned Real Property are free and clear of all Liens, other than Permitted Liens and Liens that will be discharged at Closing;

(vi) there is no pending or, to the Knowledge of Seller, threatened condemnation, expropriation, eminent domain or similar proceeding affecting all or any part of any Real Property, and neither the Selling Companies nor any of their Affiliates or Subsidiaries has received any written notice thereof;

(vii) to the Knowledge of Seller, none of the Real Property, nor the condition nor the use thereof by the Selling Companies, including the operation of the Business of the Selling Companies, contravenes or violates any applicable zoning ordinance or other Law relating to the operation of the Leased Real Property. Neither the Selling Companies nor any of their Affiliates or Subsidiaries has received any written notice that any of the Real Property or the condition or use thereof contravenes or violates any building, zoning, fire safety, health safety or other applicable Law. To the Knowledge of Seller, there is no Action pending to change the zoning or building ordinances or any other Laws affecting the Real Property;

(viii) the Selling Companies have provided complete and accurate copies of the Real Property Leases, all memoranda of lease, assignments of lease, memoranda of assignment, memoranda of amendment, consents, estoppels, subordination, non-disturbance and/or attornment agreements, and, with respect to Owned Real Property, all title reports, title commitments, title policies, ALTA/ACSM surveys, land surveys, boundary surveys, zoning reports, zoning letters or zoning analyses, in each event which are in the possession or control of the Selling Companies and their Affiliates;

(ix) the Selling Companies, as applicable, are in peaceful and undisturbed possession of the Real Property, and to the Knowledge of Seller, there are no

contractual or legal restrictions that preclude or restrict the ability of the Selling Companies to use such Real Property for the purposes for which it is currently being used;

(x) to the Knowledge of Seller, no consent or approval of any kind from or notice to any party to any reciprocal easement agreement or development agreement affecting the Real Property, or any of their respective lenders, is required in connection with the transactions contemplated by this Agreement;

(xi) the improvements demised pursuant to each Real Property Lease have access to such sewer, water, gas, electric, telephone and other utilities as are necessary to allow the Business of the Selling Companies operated thereon to be operated in the ordinary course of business and consistent with the past practices of the Selling Companies as currently operated. The improvements located on the Leased Real Property are in sufficiently good condition (except for ordinary wear and tear) to allow the Business of the Selling Companies operated thereon to be operated in the ordinary course of business and consistent with past practices of the Selling Companies as currently operated.

Section 3.18. Title to and Condition of Purchased Assets.

(a) Schedule 3.18(a) sets forth by Theatre a complete and accurate list of (i) all items of non-consumable Tangible Personal Property with a useful life in excess of one (1) year and (ii) all items of personal property used in the operations of the Theatres not owned by a Selling Company.

(b) The Selling Companies have good and marketable title to, or other legal rights to possess and use, all of the Purchased Assets, in each case, free and clear of all Liens (other than Permitted Liens and those Liens set forth on Schedule 3.18(b)).

(c) All of the material buildings, fixtures, leasehold improvements, computers, equipment and other tangible and intangible assets included as part of the Purchased Assets (i) are in good working condition and repair and capable of being used for their intended purposes, ordinary wear and tear excepted, (ii) are usable in the ordinary course of business, and (iii) conform to all applicable Laws in all material respects. All material Inventory included within the Purchased Assets are of a quality and quantity usable and, as applicable, salable in the ordinary course of Business. There are no pending or, to the Knowledge of Seller, threatened condemnation or eminent domain proceedings which would affect any Purchased Assets, the Real Property or any part thereof.

(d) The Real Property Leases and the Purchased Assets collectively constitute all of the assets and properties that are necessary and sufficient for the operation of the Business as currently conducted. Since December 31, 2022, the Selling Companies have not sold, leased, pledged, disposed of or subjected to any Lien (other than Permitted Liens), or otherwise removed from the Theatres, any assets or properties necessary for or used in connection with the operation of the Business except in the ordinary course of business.

(e) All of the assets and properties located at the Theatres, including the Purchased Assets, are owned or validly leased or licensed by Seller. Except as set forth in Schedule 3.18(e), no asset or property used in, or held for use in, the Business or included within the

Purchased Assets is leased from or owned, directly or indirectly, by any shareholder, member, partner or other equity owner, or by any Affiliate of the Selling Companies (other than by the Selling Companies themselves).

Section 3.19. Environmental Matters. Except as disclosed on Schedule 3.19: (a) the Selling Companies are, and for the three (3) years prior to the Closing Date have been, in compliance with all applicable Environmental Laws, including the possession of (and compliance with) all material permits, licenses and authorizations required for their respective facilities and operations under Environmental Laws; (b) except for matters that have been resolved, no Selling Company has received notice of any civil, criminal or administrative suit, claim, action, order, investigation or other proceeding alleging liability under or violation of any Environmental Law, and to the Knowledge of Seller, no such proceeding is threatened; and (c) no releases of Hazardous Substances have occurred at, from or onto the Real Property, or, to the Knowledge of Seller, any real property formerly owned or operated by any Selling Company, in a manner or extent that requires reporting, investigation, remediation or other response pursuant to any Environmental Law or for which any Selling Company reasonably could incur material liability under any Environmental Law. To the Knowledge of Seller, no hazardous materials, contamination, landfill, surface impoundment, disposal area, underground storage tank, groundwater monitoring well, drinking water well or production water well is present at any Leased Real Property or Owned Real Property or other Purchased Assets. In connection with the Business or the Purchased Assets, none of the Selling Companies or their Affiliates or, to the Knowledge of Seller, their predecessors, has treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, generated, manufactured, distributed, exposed any Person to or released any hazardous materials.

Section 3.20. Transactions with Affiliates. Schedule 3.20(i) sets forth all Contracts between a Selling Company (excluding Seller), on the one hand, and Seller or any officer, director or Affiliate of any Selling Company, on the other hand. Except as disclosed on Schedule 3.20(ii), the Selling Companies have made no material payments to, and conducted no material transactions with, any officer, director or Affiliate of any Selling Company except for compensation of employees in the ordinary course of business. Except as disclosed on Schedule 3.20(iii), (a) none of the Selling Companies or any of their respective Affiliates, directors, officers or employees possesses, directly or indirectly, any financial or ownership or other material interest in, or is a director, officer or employee of, any Person (other than a Selling Company) which is a material supplier, distributor, licensor, lessor or lessee of any Selling Company or (b) none of any Selling Company's respective Affiliates, directors, officers or employees possesses, directly or indirectly, any financial or ownership or other interest in any assets or properties, tangible or intangible, which is owned, leased or used by such Selling Company in the conduct of its business. Ownership of one percent (1%) or less of any class of securities of a company whose securities are registered under the Securities and Exchange Act of 1934, as amended, shall not be deemed to be a financial interest for purposes of this Section 3.20.

Section 3.21. No Other Representations or Warranties. Except for the representations and warranties contained in this Article 3, Buyer acknowledges that the Selling Companies do not, nor does any other Person on behalf of any Selling Company make any other express or implied representation or warranty with respect to the Selling Companies or any of their Affiliates or the Business, or with respect to any other information provided to Buyer and its Affiliates or representatives in connection with this Agreement or the Ancillary Documents or the transactions

contemplated hereby or thereby, including as to the accuracy or completeness of any information (including any projections, estimates or other forward-looking information) provided (including in any management presentations, information memoranda, supplemental information or other materials) or otherwise made available with respect to the Selling Companies as to the probable success or profitability of the Business. Buyer expressly disclaims any and all other representations and warranties, whether express or implied. EXCEPT AS EXPRESSLY SET FORTH IN THIS Article 3, THE SELLING COMPANIES AND EACH OF THEIR RESPECTIVE AFFILIATES HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to the Selling Companies that the representations and warranties in this Article 4 are true and correct as of the date of this Agreement (except to the extent such representations and warranties are made on and as of a specified date, in which case as of such specified date):

Section 4.1. Organization. Buyer is a limited liability company, duly formed or organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has all requisite power and authority to carry on its businesses as now being conducted, except where the failure to have such power or authority would not prevent the consummation of the transactions contemplated by this Agreement.

Section 4.2. Authority. Buyer has the requisite limited liability company power and authority to execute and deliver this Agreement and each Ancillary Document to which it is a party and to carry out its obligations hereunder and thereunder. The execution and delivery of this Agreement and each of the Ancillary Documents to which Buyer is a party and the performance by Buyer of its obligations hereunder and thereunder has been duly authorized by all necessary limited liability company action on the part of Buyer and no other proceeding (including by its respective equity holders) on the part of Buyer is necessary to authorize this Agreement and each of the Ancillary Documents to which Buyer is party or to consummate the transactions contemplated hereby or thereby. This Agreement and each Ancillary Document to which Buyer is a party has been duly and validly executed and delivered by Buyer and constitutes a valid, legal and binding agreement of Buyer (assuming this Agreement has been and the Ancillary Documents to which Buyer is party will have been duly authorized, executed and delivered by the other parties thereto at or prior to the Closing), enforceable against Buyer in accordance with their respective terms, except (a) to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other Law affecting the enforcement of creditors' rights generally, and (b) that the availability of equitable remedies, including specific performance, is subject to the discretion of the court before which any proceeding thereof may be brought.

Section 4.3. Consents and Approvals; No Violations. No material notices to, filings with, or authorization, consent or approval of any Governmental Entity is necessary for the

execution, delivery or performance by Buyer of this Agreement or the Ancillary Documents to which Buyer is a party or the consummation by Buyer of the transactions contemplated hereby or thereby, except for those set forth on Schedule 4.3. Neither the execution, delivery or performance by Buyer of this Agreement and the Ancillary Documents to which Buyer is a party nor the consummation by Buyer of the transactions contemplated hereby will (a) conflict with or result in any breach of any provision of Buyer's Governing Documents, (b) except as set forth on Schedule 4.3, result in a violation or breach of, or constitute (with or without due notice or lapse of time or both) a default or give rise to any right of termination, cancellation or acceleration under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, lease, license, Contract, agreement or other instrument or obligation to which Buyer is a party, or (c) violate any order, writ, injunction, decree, Law, statute, rule or regulation of any Governmental Entity applicable to Buyer, except in the case of clauses (b) and (c) above, for violations which would not prevent or materially delay the consummation of the transactions contemplated by this Agreement.

Section 4.4. Compliance. Buyer has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investments pursuant to this Agreement, and Buyer is capable of bearing the economic risk of such investments, including a complete loss thereof. Buyer represents that the Estimated Purchase Price and any other cash amounts paid by Buyer hereunder were not directly or indirectly derived from activities that contravene any Laws, including Anti-Money Laundering Laws. Buyer is not in breach or default of any provisions of its Governing Documents.

Section 4.5. Brokers. Except as set forth on Schedule 4.5, no broker, finder, financial advisor or investment banker is entitled to any brokerage, finder's, financial advisor's or investment banker's fee or commission or similar payment in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer or any of its Affiliates for which Seller may become liable.

Section 4.6. Sufficiency of Funds. Buyer has sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Estimated Purchase Price and consummate the transactions contemplated by this Agreement, including any Actual Adjustment.

Section 4.7. Litigation. There is no Action before any Governmental Entity or, to the Knowledge of Buyer, threatened, against Buyer, or affecting any of Buyer's properties or assets, which, if determined adversely to Buyer, would have a material adverse effect on Buyer's ability to consummate the transactions contemplated by, and discharge their obligations under, this Agreement.

ARTICLE 5 COVENANTS

Section 5.1. Commercially Reasonable Efforts; Notices and Consents.

(a) Subject to the terms and conditions of this Agreement, from the Agreement Date until the Closing, or the earlier termination of this Agreement pursuant to Article 7, each of the parties hereto shall, to the extent not prohibited by applicable Law, use its commercially reasonable efforts to take or cause to be taken all actions, to file or cause to be filed all documents,

to give or cause to be given all notices to Governmental Entities or other Persons, to obtain or cause to be obtained all authorizations, consents, waivers, approvals, permits or orders from Governmental Entities or other Persons, and to do or cause to be done all other things necessary, proper or advisable, in order to consummate and make effective the Contemplated Transactions as promptly as reasonably practicable following the date of this Agreement (including satisfaction, but not waiver, of the closing conditions set forth in Article 6) and to allow the Business to be operated following the Closing in the same manner as it is operated prior to the Closing. Notwithstanding the foregoing, the parties hereto agree that the commercially reasonable efforts of the parties shall not include (1) the defense of any lawsuits or other legal Actions, whether judicial or administrative, that challenges this Agreement or the consummation of the transactions contemplated by this Agreement; or (2) any payment of any money or other consideration or the grant any other material accommodation or concession to any Person by Buyer or any of its Affiliates; provided, that commercially reasonable efforts for purposes of this Section 5.1(a) with respect to Buyer shall require, if reasonably necessary to obtain the consent of any landlord under any Real Property Lease to remove the Seller or its Affiliates as a guarantor on such Real Property Lease, an offer by Buyer (or, if the applicable landlord is unsatisfied with such offer, by the Ultimate Buyer Guarantor), to provide a guaranty (on terms and conditions reasonably satisfactory to Ultimate Buyer Guarantor or Buyer, as applicable, in its sole discretion and subject to entry into a debt subordination agreement with any lender to the Ultimate Buyer Guarantor, the Buyer, or any Affiliate thereof in a form reasonably satisfactory to such lender) with respect to any Real Property Lease.

(b) Each of the parties hereto shall permit counsel for the other parties hereto reasonable opportunity to review in advance, and consider in good faith the views of the other parties hereto in connection with, any proposed written communication to any Governmental Entity relating to the transactions contemplated by this Agreement. Each the parties hereto agrees not to participate in any substantive meeting or discussion, either in person or by telephone with any Governmental Entity in connection with the transactions contemplated by this Agreement unless it consults with the other parties hereto in advance and, to the extent not prohibited by such Governmental Entity, gives such other parties the opportunity to attend and participate in such meeting or discussion.

(c) Subject to the terms and conditions of this Agreement, from and after the Closing, until each of the Seller or its Affiliates is removed as a guarantor on each Real Property Lease, each of the parties hereto shall use its commercially reasonable efforts to take or cause to be taken all actions to remove the Seller or its Affiliates as a guarantor on each Real Property Lease. For the avoidance of doubt, Buyer or one or more of its Affiliates shall offer Buyer (or, if the applicable landlord is unsatisfied, the Ultimate Buyer Guarantor), as a replacement guarantor (on terms and conditions reasonably satisfactory to Ultimate Buyer Guarantor or the Buyer, as applicable, in its sole discretion and subject to entry into a debt subordination agreement with any lender to the Ultimate Buyer Guarantor, the Buyer, or any Affiliate thereof in a form reasonably satisfactory to such lender) with respect to any Real Property Lease for which the applicable landlord has conditioned the removal of a Selling Company or an Affiliate thereof as guarantor on the substitution of either Ultimate Buyer Guarantor or the Buyer as the guarantor of such Real Property Lease. If any landlord party to any Real Property Lease has not released a Selling Company or an Affiliate thereof as guarantor in connection with such Real Property Lease, such event shall not be a condition to the Closing obligations of the Selling Companies hereunder. In

such event, the Ultimate Buyer Guarantor shall indemnify and hold harmless the Seller or its applicable Affiliate, in its capacity as guarantor of such Real Property Lease, from and against any and all Losses resulting from or arising under its guaranty of such Real Property Lease with respect to actions taken, events occurring or omissions occurring from and after the Closing Date.

(d) All Buyer and Ultimate Buyer Guarantor obligations set forth in this Section 5.1 with respect to guarantees by Seller or by any Affiliate of Seller in connection with Real Property Leases shall apply *mutatis mutandis* with respect to item 69 on Schedule 3.5.

Section 5.2. Operation of the Business.

(a) Conduct of the Business Generally. From the date of this Agreement until the Closing, or the earlier termination of this Agreement in accordance with Article 7, without the prior written consent of Buyer, and except to the extent specifically described on Schedule 5.2(a), the Selling Companies shall:

- (i) conduct the Business only in the ordinary course of business and in accordance with all applicable Laws;
- (ii) use commercially reasonable best efforts to maintain the value of the Business as a going concern;
- (iii) preserve intact their respective business organization and relationships with third parties (including lessors, licensors, suppliers and customers) and employees;
- (iv) maintain the Purchased Assets in good operating condition and repair in accordance with past practices; and
- (v) maintain the Books and Records in accordance with past practices.

(b) Specific Prohibitions. Without limiting the generality or effect of Section 5.2(a), from the date of this Agreement until the Closing, or the earlier termination of this Agreement in accordance with Article 7, without the prior written consent of Buyer, and except to the extent specifically described on Schedule 5.2(a), no Selling Company shall:

- (i) amend or modify any provision of the Governing Documents;
- (ii) sell, license, lease, transfer, assign, abandon or otherwise dispose of any of the Purchased Assets (including the Real Property), or mortgage, pledge or impose any Lien upon any of the Purchased Assets (including the Real Property), other than in each case in the ordinary course of business consistent with past practice;
- (iii) make any acquisition of all or any material part of the assets, properties, capital stock or other Equity Interests or business of any other Person;
- (iv) adopt a plan of liquidation, dissolution, merger, consolidation or other reorganization;

(v) incur any Indebtedness or guaranty the Indebtedness of any other Person, other than Indebtedness and borrowings under lines of credit in place on the Agreement Date in the ordinary course of business consistent with past practice;

(vi) hire or terminate the employment or service of any Business Employee or individual independent contractor with annual base compensation or consulting fees in excess of \$50,000; provided, that any Selling Company shall be permitted to terminate the employment or service of any Business Employee or individual independent contractor for cause regardless of the amount of such Person's annual base compensation or consulting fees without the prior written consent of Buyer;

(vii) other than as required by Law or the terms of any Employee Benefit Plan or Employee Compensation Benefit, implement any increase to the Compensation of any Business Employee or adopt, terminate or materially amend any Employee Benefit Plan or Employee Compensation Benefit covering any Business Employee (or any arrangement that would be an Employee Benefit Plan or Employee Compensation Benefit if in effect as of the date hereof);

(viii) implement any Business Employee layoffs which would implicate the Worker Adjustment and Retraining Notification Act of 1988 or any similar Law (collectively, the "WARN Act"), or enter into, amend or extend any collective bargaining agreement or other Contract with any Union;

(ix) enter into, adopt, terminate, modify, supplement, renew or amend any Assigned Contract;

(x) pay, discharge, settle or satisfy any material litigation claims involving the Theatres, other than payment, discharge or satisfaction solely in cash and in the ordinary course of business;

(xi) make any material change in any existing Inventory levels or Inventory management at any Theatre;

(xii) sell, transfer, assign or otherwise dispose of any Purchased Assets, other than disposal or by consumption or use in the ordinary course of business;

(xiii) hire, transfer to another Theatre or terminate any Business Employee employed at or above the level of assistant manager or transfer to another Theatre or terminate without cause more than ten (10) Business Employees at any single Theatre;

(xiv) (A) make, amend, or revoke any Tax election, (B) file or amend any Tax Return, (C) request any private letter ruling or similar ruling from any Governmental Entity, (D) consent to waive any statute of limitations with respect to Taxes, (E) incur any Taxes other than in the ordinary course of business, (F) settle or compromise any material Tax Liability, (G) request or finalize any closing agreement with respect to Taxes, or (H) take (or fail to take) any other action related to Taxes except in the ordinary course of business; or

(xv) agree, whether orally or in writing, to do any of the foregoing.

Section 5.3. Exclusivity. From the date of this Agreement until the Closing, or the earlier termination of this Agreement in accordance with Article 7, the Selling Companies agree that neither it nor any of their Affiliates shall, and the Selling Companies shall cause their, their Affiliates and their directors, managers, officers, employees, representatives, brokers, and agents not to, directly or indirectly, (i) solicit, initiate, encourage or facilitate any Person (other than Buyer and its directors, managers, officers, employees, representatives, brokers, and agents acting on Buyer's behalf) concerning any direct or indirect sale, transfer or other disposition of any portion of the Business or the Purchased Assets or (ii) other than to inform any Person of the existence of the provisions contained in this Section 5.3, enter into, continue or otherwise participate in any discussions or negotiations regarding, or furnish to any Person (other than Buyer and its directors, managers, officers, employees, representatives, brokers, and agents) any confidential information in connection with, or enter into any agreement with respect to, any direct or indirect sale, transfer or other disposition of all or any portion of the Business or the Purchased Assets, in each case, other than in the ordinary course of business. The Selling Companies and their Affiliates shall, and shall cause their directors, managers, officers, employees, representatives, brokers, and agents to, immediately cease and cause to be terminated all existing discussions or negotiations with any Person (other than Buyer and its directors, managers, officers, employees, representatives, brokers, and agents) conducted heretofore with respect to any direct or indirect sale or other disposition of any portion of the Business or the Purchased Assets outside the ordinary course of business.

Section 5.4. Access to Information and Premises. From the date of this Agreement until the Closing Date, or the earlier termination of this Agreement in accordance with Article 7, the Selling Companies shall permit Buyer and its representatives to have access (at reasonable times and upon reasonable notice) to representatives of the Selling Companies and to all premises, properties (including for the purposes of environmental inspection), books, records (including Tax records of such Selling Companies), Contracts, financial and operating data and other information and documents of, or pertaining to, the Business or any of the Purchased Assets, and to make such copies of such books, records, Contracts, data, information and documents as Buyer or its representatives may reasonably request. From the date of this Agreement until the Closing Date, or the earlier termination of this Agreement in accordance with Article 7, the Selling Companies shall also permit Buyer and its representatives to arrange inspections of all premises with Governmental Entities and allow access to all premises for agents of Governmental Entities necessary for alcoholic beverage permit acquisition by Buyer. From and after the Closing, at the reasonable request of the Buyer and subject to customary confidentiality restrictions, the Selling Companies will and will cause its representatives and Affiliates to cooperate with the Buyer and its counsel in the contest or defense of, and make available its personnel, access to its books and records and, at the cost of Buyer, provide any testimony in connection with, any Action involving or relating to (a) any of the transactions contemplated by this Agreement or (b) any action, activity, circumstance, condition, conduct, event, fact, failure to act, incident, occurrence, plan, practice, situation, status or transaction on or before the Closing Date involving the Business.

Section 5.5. Employees and Employee Benefits.

(a) No later than ten (10) Business Days prior to the Closing Date, Seller shall provide Buyer with a correct and complete list of all Business Employees as of such date. Buyer

shall, or shall cause an Affiliate of Buyer to, offer employment, no later than five (5) Business Days prior to the Closing Date, effective immediately following the Closing, to such Business Employees as Buyer shall identify on Schedule 5.5(a) (the Business Employees who accept such employment and commence employment with Buyer immediately following the Closing, the “Transferred Employees”). If a Business Employee is listed on Schedule 5.5(a) immediately prior to the Closing, then, effective immediately prior to the Closing, Seller and the applicable Selling Company shall terminate such individual’s employment and all severance obligations (if any) with respect to such individual shall be the responsibility of Seller. In the event that (i) Schedule 5.5(a) does not include such number of Business Employees as is necessary to avoid triggering obligations or liability under the WARN Act by reason of the termination by Seller or the applicable Selling Company of all Business Employees, and/or (ii) the offers of employment made by Buyer or an Affiliate to Business Employees are not on sufficient terms and conditions to avoid triggering obligations or liability under the WARN Act, Seller shall have the option to delay the Closing Date by sixty-five (65) days from the then scheduled Closing Date (or such longer notice period as is required under any state or local WARN Act). Notwithstanding the forgoing or any other provisions of this Agreement to the contrary, Buyer shall be under no obligation to hire any present or former employee of Seller or any Selling Company.

(b) To the extent Seller has provided adequate records to Buyer to permit it to comply with this Section 5.5(b), with respect to any Buyer Benefit Plans for the benefit of any Transferred Employee, effective as of the Closing, Buyer shall, or shall cause an Affiliate to, recognize all service of the Transferred Employees with the Selling Companies or their respective Affiliates, as if such service were with Buyer, for vesting and eligibility but not accrual purposes; provided, however, that (i) such service shall not be recognized to the extent that (A) such recognition would result in a duplication of benefits or (B) such service was not recognized under the corresponding Employee Benefit Plan, and (ii) in the case of any such Buyer Benefit Plans that are governed by an insurance policy, to the consent of the relevant insurance carrier, if required.

(c) Effective as of the Closing, all employee benefits and fringe benefits provided to the Transferred Employees will be provided to the Transferred Employees under employee benefit plans sponsored, maintained or otherwise provided by Buyer or its Affiliates. From and after the Closing Date, the Buyer will offer to Transferred Employees such benefit plans and arrangements as it deems appropriate in its sole discretion. The Buyer shall set its own initial terms and conditions of employment for the Transferred Employees and others it may hire, including salary, benefits and work rules, all as permitted by applicable Law. Nothing herein will be deemed to prevent or restrict in any way the right of the Buyer to terminate, reassign, promote or demote any of the Transferred Employees after the Closing, or to change adversely or favorably the title, powers, duties, responsibilities, functions, locations, salaries, other compensation or terms or conditions of employment of such Transferred Employees. Notwithstanding the foregoing, the Buyer shall use reasonable efforts to offer employment to at least ninety-nine percent (99%) of the Business Employees and to provide each Transferred Employee with: (i) base salary or hourly wages that are reasonably equivalent to the base salary or hourly wages provided to such Transferred Employee by the Selling Companies or their Affiliates immediately prior to the Closing; (ii) target bonus opportunities, if any, that are reasonably commensurate with the target bonus opportunities provided to such Transferred Employee by the Selling Companies or their Affiliates immediately prior to the Closing; (iii) retirement and welfare benefits that are, in the aggregate, reasonably equivalent to those provided to such Transferred Employee by the Selling

Companies or their Affiliates immediately prior to the Closing; and (iv) credit with Buyer for the Accrued PTO attributable to such Transferred Employee.

(d) Except for Liabilities arising prior to the Closing Date that are taken into account when calculating Net Working Capital, any and all Liabilities relating to or arising out of the employment, or cessation of employment, of any employee or former employee of the Selling Companies (whether or not a Transferred Employee) at any time prior to the Closing will remain the sole responsibility of the Selling Companies, including (i) salaries, wages, bonuses or other compensation, (ii) benefits or compensation under any Employee Benefit Plan, Employee Compensation Plan, or other benefit or compensation plan, program, policy or other Contract of the Seller, (iii) severance or termination payments, obligations to pay accrued but unused vacation, sick or other paid time off benefits, or obligations to provide health plan continuation coverage in accordance with the continuation coverage requirements of Sections 601 et seq. of ERISA and Section 4980B of the Code, including in connection with the consummation of the transactions contemplated by this Agreement; and (iv) payments required under the WARN Act, if any. The Buyer will not assume any Liability under any of the Employee Benefit Plans or Employee Compensation Plans.

(e) This Section 5.5 shall be binding upon and inure solely to the benefit of each of the parties to this Agreement, and nothing in this Section 5.5, express or implied, is intended to or shall be construed to confer upon or give any other Person any rights or remedies of any nature whatsoever under or by reason of this Section 5.5. Nothing contained herein, express or implied, shall be construed to establish, amend or modify any benefit plan, program, agreement or arrangement. The parties hereto acknowledge and agree that the terms set forth in this Section 5.5 shall not create any right in any Business Employee or any other Person to any continued employment with Buyer or any of its Affiliates or compensation or benefits of any nature or kind whatsoever.

Section 5.6. Notice of Developments. From the date of this Agreement until the Closing, or the earlier termination of this Agreement in accordance with Article 7, the Selling Companies shall promptly (and in any event prior to the Closing) notify Buyer in writing upon the Selling Companies becoming aware: (a) that any representation or warranty made by the Selling Companies in this Agreement was when made, or has subsequently become, untrue or inaccurate in any material respect, or the occurrence, or non-occurrence, of any event, the occurrence or non-occurrence of which would reasonably be expected to cause any representation or warranty of the Seller contained in this Agreement to become untrue or inaccurate in any material respect, (b) of the occurrence or non-occurrence of any event the occurrence or non-occurrence of which has caused or may reasonably be expected to cause any condition to the obligations of any party hereto to effect the Contemplated Transactions not to be satisfied, (c) of the failure of the Selling Companies to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by the Selling Companies pursuant to this Agreement or any Ancillary Document, (d) of any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the Contemplated Transactions, (e) of any notice or other communication from any Governmental Entity in connection with the Contemplated Transactions, (f) of the commencement or initiation or threat of commencement or initiation of any Action regarding the Contemplated Transactions or otherwise involving any Selling Company or the Business, (g) of any material development in any pending Action regarding the Contemplated

Transactions or otherwise involving any Selling Company or the Business, or (h) of any other material development affecting the Assets, Liabilities, Business, financial condition, operations or prospects of any Selling Company. The delivery of any notice pursuant to this Section 5.6 shall be deemed to amend or supplement this Agreement or any Schedule hereto, and shall not prevent or cure any breach of any representation or warranty requiring disclosure of such matter or any breach of any covenant, condition or agreement contained in this Agreement or any Ancillary Document or otherwise limit or affect the rights of, or the remedies available to, Buyer, including the rights and remedies specified in Article 2, Article 6, Article 7, or Article 8 of this Agreement. For the avoidance of doubt, the closing conditions set forth in Article 6 shall be read without giving effect to any update to the Schedules or other written notices delivered pursuant to this Section 5.6.

Section 5.7. Gift Cards. Buyer agrees to honor in accordance with their terms all outstanding Gift Cards issued prior to the Closing, in each case, to the extent the Gift Card Liabilities with respect thereto are included in the calculation of the Final Gift Card Liability Amount. The Selling Companies agree that they will not sell or issue any Gift Cards or other prepaid movie tickets, passes, or coupons, or make any corporate or party bookings, between the date hereof and the Closing except in the ordinary course of business.

Section 5.8. Further Assurances. From and after the Closing Date, as and when requested by any party and at such requesting party's expense, each of the parties hereto shall do, execute, acknowledge and deliver all such further acts, assurances, deeds, assignments, transfers, conveyances and other instruments and papers as may be reasonably required or appropriate to carry out the Contemplated Transactions.

[REDACTED]

[REDACTED]

Section 5.11. Non-Disparagement. During the Restricted Period, Buyer, the Selling Companies and their respective Affiliates, as applicable, will refrain from, in any manner, directly or indirectly, all conduct, oral or otherwise, that disparages or damages or would reasonably be expected to disparage or damage the reputation, goodwill, or standing in the community of Seller, the Selling Companies, Buyer, the Theatres, or the Business, as applicable.

Section 5.12. Enforcement. If Buyer, any Selling Company or any of their respective Affiliates breach, or threaten to commit a breach of, any of the provisions of Section 5.10, Section 5.11 or Section 5.12, such Selling Company, Buyer and their respective Affiliates shall have the right and remedy to have such provision specifically enforced by any court having competent jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to such Selling Company or Buyer, as applicable, and that money damages will not provide an adequate remedy to such Selling Company or Buyer, as applicable. The foregoing rights and remedies shall be in addition to, and not in lieu of, any other rights and remedies available to the Selling Companies and Buyer under Law or in equity (including under this Agreement).

Section 5.13. Acknowledgement. The Selling Companies and VSS Holdings acknowledge and agree that the restrictions contained in Section 5.10, Section 5.11 and Section 5.12 are reasonable and necessary to protect the legitimate interests of Buyer and constitute a material inducement to Buyer to enter into this Agreement and consummate the transactions contemplated by this Agreement. In the event that any covenant contained in Section 5.10, Section 5.11 or Section 5.12 should ever be adjudicated to exceed the time, geographic, product or service, or other limitations permitted by applicable Law in any jurisdiction, then any court is expressly empowered to reform such covenant, and such covenant shall be deemed reformed, in such jurisdiction to the maximum time, geographic, product or service, or other limitations permitted by applicable Law. In the event such court does not exercise the power granted to it in the prior sentence, the parties agree to negotiate in good faith to replace such invalid, illegal and unenforceable provision with a valid, legal and enforceable provision that achieves, to the greatest lawful extent under this Agreement, the economic, business and other purposes of such invalid, illegal or unenforceable provision. The covenants contained in Section 5.10, Section 5.11 and Section 5.12 and each provision thereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

Section 5.14. Release. Effective at the Closing, the Selling Companies, on behalf of themselves, their Affiliates, and their respective successors and assigns (collectively, the “Releasing Parties”), hereby absolutely, unconditionally and irrevocably releases and discharges, fully, finally and forever, Buyer and its past, present and future Affiliates and directors, officers, employees, members, managers, agents and representatives (together, the “Released Parties”) and the Business and the Purchased Assets, from any and all manner of claims, Actions, demands, rights, causes of action, proceedings, Orders, remedies, obligations, damages and Liabilities of

whatsoever kind or character arising as a result of any event or condition, or action or inaction of the Released Parties, from the beginning of time until the Closing, whether known or unknown, absolute or contingent, both at Law and in equity, which such Releasing Party ever had, now has, or ever may have, against any Released Party, the Business or the Purchased Assets, relating to or in connection with the Business, including any Releasing Party's capacity as a member, direct or indirect equity holder of the Selling Companies prior to the Closing and pursuant to any Contract between any Releasing Party and a Released Party (as to each Releasing Party, such Releasing Party's "Released Claims") and agrees not to bring or threaten to bring or otherwise join in any Released Claim against the Released Parties or any of them, relating to, arising out of or in connection with any facts or circumstances relating to Seller which occurred prior to the Closing. The foregoing notwithstanding, none of the Releasing Parties is releasing or discharging the Released Parties from the obligations and agreements of the Released Parties expressly established pursuant to this Agreement or any Ancillary Document. The Selling Companies, for themselves and on behalf of the Releasing Parties, agree that they shall not commence or institute any legal actions, including litigation, arbitration or any other legal proceedings of any kind whatsoever, in Law or equity, or assert any Released Claim against the Released Parties, except as provided in this Section 5.14.

Section 5.15. Alcoholic Beverage Permits.

(a) Schedule 5.15(a) lists the alcoholic beverage or liquor licenses held by or for the use of any Selling Company or any of the Theatres as of the Agreement Date in connection with the operation of the Business (the "Theatre Liquor Licenses"), together with the name and street address of the license holder, the Theatre for which the license is used, license number and expiration date. The Selling Companies have made available to Buyer true and complete copies of each Theatre Liquor License (including all amendments, extensions, renewals, guaranties, and other agreements with respect thereto, as amended through the Agreement Date). Each of the Theatre Liquor Licenses is in good standing, full force, and effect and adequate for the Theatre for which it is used. The Theatre Liquor Licenses constitute all of the alcoholic beverage or liquor licenses necessary to conduct the Business as currently conducted.

(b) From and after the Agreement Date until the first anniversary of the Closing Date, at the sole cost and expense of Buyer, the Selling Companies shall (i) take such actions and execute and deliver such documents as Buyer may reasonably request (x) to transfer to Buyer as of the Closing Date (or as soon as reasonably practicable thereafter) all Theatre Liquor Licenses included in the Purchased Assets which are transferrable and/or (y) to enable Buyer (or any Person designated by Buyer) as of the Closing Date (or as soon as reasonably practicable thereafter) to obtain amended, replacement or new alcoholic beverage or liquor licenses for each Theatre for which any Theatre Liquor License is not transferrable, including executing any required applications and application materials (to the extent prepared by Buyer, subject to review and comment by the Selling Companies) and providing non-liquor permit information including sales tax account information.

(c) The Selling Companies and Buyer acknowledge there are various liquor licenses associated with the Business which are not assignable or transferrable. Buyer shall use diligent efforts to apply for and obtain its own liquor licenses upon Closing, with Seller's good faith cooperation and assistance, including but not limited to keeping such Theatre Liquor Licenses

open and in good standing until such time as they are surrendered to the applicable Governmental Entity in order to allow Buyer (or any Person designated by Buyer) to obtain temporary or permanent liquor licenses upon filing its application for new liquor licenses. Selling Companies will not do anything to interfere with Buyer's operations and use of its liquor licenses, including, but not limited to, the cancellation or surrender of such licenses until such time as required to enable issuance of a temporary or permanent liquor license to Buyer (or any Person designated by Buyer). Selling Companies agree to allow Buyer the ability to operate under Seller's existing liquor licenses, issued by the state and locally, to the extent authorized by applicable Law, pursuant to the Liquor License Transition Agreement.

Section 5.16. No Public Disclosure. The parties hereto shall not, and shall cause their Affiliates, representatives and advisors not to, issue or make any press release or public announcement related to this Agreement, the Ancillary Documents or the transactions contemplated hereby or thereby without the prior approval of the other parties, unless such disclosure is required by Law or is made in connection with the enforcement of any right or remedy relating to this Agreement, the Ancillary Documents or the transactions contemplated thereby.

Section 5.17. Winding Up Employee Access. If, for a period not to exceed nine (9) months from and after the Closing Date, the Seller reasonably requires the participation, consultation, or cooperation of one or more of the Transferred Employees identified on Schedule 5.17 (the "Transition Employees") in connection with winding up of the business and affairs of the Selling Companies including, without limitation, the accounts payable, payroll and general accounting affairs of the Selling Companies (collectively, the "Seller Winding Up Activities"), then the Seller shall provide the Buyer with written notice of its need for the required Transition Employees, which notice shall specify the identity of the required Transition Employees, a reasonable description of the Seller Winding Up Activities to be performed by such Transition Employees, and a reasonable estimate of the number of days or weeks, and the number of hours per day or week, to be required by Seller for such Transition Employees. Buyer agrees to cooperate in good faith with Seller to enable the Transition Employees to timely perform the requested Seller Winding Up Activities to the extent that the provision of such Seller Winding Up Activities does not materially interfere with the business and operations of the area or department of Buyer's business to which such Transition Employee(s) are assigned. If Transition Employees assist the Seller with Seller Winding Up Activities, Seller shall reimburse the Buyer for Seller's use of such Transition Employees at the rates set forth on Schedule 5.17, which reimbursement shall be due from Seller to Buyer within thirty (30) days of Seller's receipt of Buyer's invoice. Notwithstanding anything to the contrary herein, Selling Companies expressly agree and acknowledge that (a) Selling Companies shall be solely and exclusively responsible for all Seller Winding Up Activities, (b) neither Buyer nor any of its Affiliates shall perform Seller Winding Up Activities for or on behalf of any of the Selling Companies, (c) any Transition Employees assisting the Selling Companies in the performance of Seller Winding Up Activities are not, and shall not be interpreted as, performing such services for or on behalf of the Buyer or any of its Affiliates, or in their respective capacities as employees of Buyer or any of its Affiliates, and (d) the Selling Companies shall be solely and exclusively responsible for supervising and directing the Transition Employees in connection with the Seller Winding Up Activities. Further, the Selling Companies hereby covenant and agree to indemnify and hold harmless the Buyer Indemnified Parties and their Affiliates from and against any and all Losses incurred or sustained by, or imposed upon, Buyer or any of its Affiliates to the extent relating to, arising out of, or in connection with the Seller

Winding Up Activities or any acts or omissions of the Transition Employees in connection therewith.

Section 5.18. Solvency of Selling Companies.

VSS Holdings hereby agrees to cause the Selling Companies to remain Solvent following the Closing to the extent required, and for as long as required, for the Selling Companies to satisfy in full all Excluded Liabilities and to comply with the covenants, agreements, and obligations of the Selling Companies and VSS Holdings to be performed by the Selling Companies and VSS Holdings pursuant to this Agreement.

**ARTICLE 6
CONDITIONS TO CLOSING**

Section 6.1. Conditions to Obligations of all Parties. The obligations of each party to consummate the Contemplated Transactions shall be subject to the satisfaction, at or prior to the Closing, of the following condition:

(a) There shall be in effect no Law or Governmental Order, and no Action will be pending or threatened which seeks a Governmental Order, which would (i) prevent consummation of any of the Contemplated Transactions or (ii) result in any of the Contemplated Transactions being rescinded following consummation.

Section 6.2. Conditions to Obligations of Buyer. The obligations of Buyer to consummate the Contemplated Transactions shall be subject to the satisfaction, or, to the extent permitted by Law, waiver by Buyer of each of the following conditions:

(a) (i) The representations and warranties of the Selling Companies contained in Section 3.1 (Organization and Qualification), Section 3.2 (Authority), clause (a) of Section 3.5 (No Violations) and Section 3.16 (Brokers) (collectively, the “Seller Fundamental Representations”) shall be true and correct in all respects as of the date of this Agreement and on the Closing Date with the same force and effect as though made on and as of the Closing Date (except to the extent such representations and warranties are made on and as of a specified date, in which case the same shall continue on the Closing Date to be true and correct as of the specified date) except *de minimis* inaccuracies, (ii) the representations and warranties of the Selling Companies contained in Section 3.18(b) (Title to and Condition of Purchased Assets) shall be true and correct in all material respects as of the date of this Agreement and on the Closing Date with the same force and effect as though made on and as of the Closing Date and (iii) all other representations and warranties of the Selling Companies contained in this Agreement shall be true and correct in all respects as of the date of this Agreement and on the Closing Date with the same force and effect as though made on and as of the Closing Date (except to the extent such representations and warranties are made on and as of a specified date, in which case the same shall continue on the Closing Date to be true and correct as of the specified date) except to the extent the failure of such representations and warranties to be true and correct as of such dates would not have a Material Adverse Effect.

(b) The Selling Companies shall have performed, or complied with, in all material respects all covenants and agreements required by this Agreement to be performed by the Selling Companies on or prior to the Closing.

(c) Seller shall have delivered to Buyer a certificate (the “Seller Bring-Down Certificate”) of an authorized officer of the Selling Companies dated as of the Closing Date to the effect that the condition specified above in Section 6.2(a) has been satisfied.

(d) The Buyer shall have received the deliveries set forth in Section 2.4(b); provided, that the Buyer shall have received the deliverables set forth in Section 2.4(b)(vii) in all material respects; provided, further, that the delivery of consents to assignment and estoppel certificates pursuant to Section 2.4(b)(x) shall not be a condition to the obligations of Buyer to consummate the Contemplated Transactions unless the Buyer has, on or prior to July 10, 2023, used commercially reasonable efforts to cause Seller or its Affiliates to be removed as guarantors of the Real Property Leases, as applicable, pursuant to the terms and conditions of the final sentence of Section 5.1(a).

Section 6.3. Conditions to Obligations of the Selling Companies. The obligations of the Selling Companies to consummate the Contemplated Transactions shall be subject to the satisfaction, or, to the extent permitted by Law, waiver by the Selling Companies of each of the following conditions:

(a) (i) The representations and warranties of Buyer contained in Section 4.1 (Organization) and Section 4.2 (Authority) (collectively, the “Buyer Fundamental Representations”, and together with the Seller Fundamental Representations, the “Fundamental Representations”) shall be true and correct in all respects as of the date of this Agreement and on the Closing Date with the same force and effect as though made on and as of the Closing Date (except to the extent such representations and warranties are made on and as of a specified date, in which case the same shall continue on the Closing Date to be true and correct as of the specified date) except *de minimis* inaccuracies, and (ii) all other representations and warranties contained in Article 4 shall be true and correct in all respects as of the date of this Agreement and on the Closing Date with the same force and effect as though made on and as of the Closing Date (except to the extent such representations and warranties are made on and as of a specified date, in which case the same shall continue on the Closing Date to be true and correct as of the specified date) except to the extent the failure of such representations and warranties to be true and correct as of such dates has not and would not reasonably be expected to prevent or materially impair or materially delay the ability of Buyer to consummate the Contemplated Transactions; provided that for the purposes of the foregoing clause (ii), the qualifications as to materiality contained in such representations and warranties shall not be given effect.

(b) Buyer shall have performed in all material respects all covenants and agreements required by this Agreement to be performed by Buyer on or prior to the Closing.

(c) Buyer shall have delivered to Seller a certificate (the “Buyer Bring-Down Certificate”) dated as of the Closing Date to the effect that each of the conditions specified above in Section 6.3(a) and Section 6.3(b) have been satisfied.

ARTICLE 7
TERMINATION

Section 7.1. **Termination of Agreement.** This Agreement may be terminated and the Contemplated Transactions may be abandoned at any time prior to the Closing:

■ [REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE 8 INDEMNIFICATION

Section 8.1. Survival. Subject to the limitations and other provisions of this Agreement, the covenants to be fully performed prior to the Closing and the representations and warranties contained herein shall survive the Closing and shall remain in full force and effect until the twenty-four (24) month anniversary of the Closing. Covenants that by their terms contemplate performance after the Closing Date shall survive the Closing for the period contemplated by its terms or until fully performed in accordance with its terms. If any claim for indemnification under this Article 8 is asserted by a Party prior to the expiration of the applicable survival period, the survival period for such representation or warranty the breach of which is the subject of such claim (and only the portion of such representation or warranty the breach of which is the subject of such claim) shall continue for purposes of the set of facts underlying the claim until such claim is finally resolved and the notifying Party of such claim will be entitled to Losses incurred in connection therewith, including Losses incurred following the expiration date of the applicable survival period.

Section 8.2. Indemnification by Selling Companies. Subject to the other terms and conditions of this Article 8, the Selling Companies shall, following the Closing, jointly and severally indemnify Buyer and its successors and permitted assigns and each of the foregoing's respective directors, officers, managers, members, shareholders, equity holders, limited partners, employees and agents (collectively, the "Buyer Indemnified Parties") against, and shall hold the Buyer Indemnified Parties harmless from and against, any and all Losses incurred or sustained by, or imposed upon, Buyer to the extent relating to, arising out of or in connection with:

(a) any breach or inaccuracy of any of the representations or warranties of the Selling Companies contained in this Agreement;

(b) any breach of any covenant, agreement or obligation to be performed by the Selling Companies pursuant to this Agreement;

- (c) any of the Excluded Assets; or
- (d) any of the Excluded Liabilities.

Section 8.3. Indemnification by Buyer. Subject to the other terms and conditions of this Article 8, Buyer shall indemnify the Seller and its successors and permitted assigns and each of the foregoing's respective directors, officers, managers, members, shareholders, equity holders, limited partners, employees and agents (collectively, the "Seller Indemnified Parties") against, and shall hold the Seller Indemnified Parties harmless from and against, any and all Losses incurred or sustained by, or imposed upon, the Selling Companies to the extent relating to, arising out of or in connection with:

- (a) any breach or inaccuracy of any of the representations or warranties of Buyer contained in this Agreement;
- (b) any breach of any covenant, agreement or obligation to be performed by Buyer pursuant to this Agreement;
- (c) any of the Purchased Assets from and after the Closing; or
- (d) any of the Assumed Liabilities.

Section 8.4. Certain Limitations. Any Party making a claim under this Article 8 is referred to as an "Indemnified Party," and the Party against whom such claims are asserted under this Article 8 is referred to as the "Indemnifying Party." For the avoidance of doubt, however, while the Selling Companies are the Indemnifying Parties under Section 8.2, any indemnification claim made by a Buyer Indemnified Party shall be made against the Escrow Fund, and shall be paid solely from the Escrow Fund, to the extent any of the Escrow Amount remains in the Escrow Fund, and in no event shall any Selling Company or Leakage Party be liable for any such amounts. The indemnification provided for in this Article 8 shall be subject to the following limitations:

■ ■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(b) in no event shall the Selling Companies' aggregate liability for indemnification under Section 8.2(a) exceed the amount of proceeds in the Escrow Fund (the "Indemnity Cap");

(c) the liability of the Selling Companies for indemnification under Section 8.2(a) shall be paid solely from the Escrow Fund, to the extent any of the Escrow Amount remains

in the Escrow Fund, and in no event shall any Selling Company or Leakage Party be liable for any such amounts;

(d) any indemnification by the Selling Companies, as the Indemnifying Parties, of claims made by a Buyer Indemnified Party for Losses arising under Section 8.2(b), (c), or (d) or for Losses arising from Fraud shall be made first against the Escrow Fund, to the extent any of the Escrow Amount remains in the Escrow Fund; provided further, however, the indemnification obligations of the Selling Companies, as Indemnifying Parties, for such Losses arising under Section 8.2(b), (c), or (d) or for Losses arising from Fraud shall not be limited by the Indemnity Cap or the Escrow Fund or by any amount remaining in the Escrow Fund;

(e) payments by an Indemnifying Party pursuant to this Article 8 in respect of any Losses shall be further limited to the amount of any Liability or damage that remains after deducting therefrom any net insurance proceeds (exclusive of deductible amounts, coinsurance, self-insurance proceeds and the costs of obtaining such insurance proceeds) and any indemnity, contribution or other similar payment received by the Indemnified Party in respect of any such claim from a party that is not an Affiliate of such Indemnified Party to the extent in compensation for the same Losses with respect to which indemnification is sought. The Indemnified Party shall use its commercially reasonable efforts to recover under other insurance policies or indemnity, contribution or other similar agreements for any Losses. In the event any Indemnifying Party pays any indemnification amount to an Indemnified Party, and such Indemnified Party then receives an insurance payment, or other indemnity or contribution payment in respect of the Loss for which the Indemnifying Party paid, then such Indemnified Party shall promptly repay to such Indemnifying Party a refund equal to the aggregate amount of such recovery (net of all costs of obtaining such recovery) but not in excess of the amount previously paid by such Indemnifying Party to such Indemnified Party for such indemnification claim. The amount of any and all Liabilities or damages for which indemnification is provided pursuant to this Article 8 will be net of any Tax benefit actually realized as a result of such Liability or damage;

(f) solely for the purpose of determining the existence of, and calculating the amount of, any Losses relating to, arising out of or resulting from any breach of any representation or warranty contained in this Agreement, any reference to “Material Adverse Effect” or “materiality” or other correlative terms in such representations or warranties shall be disregarded;

(g) if an Indemnified Party is entitled to indemnification under more than one clause or subclause of this Agreement with respect to Losses, then such Indemnified Party shall be entitled to only one indemnification or recovery for such Losses to the extent it arises out of the same set of circumstances and events; it being understood that this Section 8.4(g) is solely to preclude a duplicate recovery by an Indemnified Party (i.e. recovery in excess of actual Losses);

(h) upon making any indemnity payment pursuant to this Agreement, as applicable, the Indemnifying Party shall be subrogated to all rights of the Indemnified Party or reimbursed party, as applicable, against any third party in respect of the Losses to which the payment related to the extent that the applicable Contract with such third party expressly allows for subrogation without any action or payment of any amount by or on behalf of the Indemnified Party;

(i) any and all claims to be brought by a Buyer Indemnified Party for breach or inaccuracy of any of the representations or warranties of the Selling Companies contained in this Agreement pursuant to this Article 8 must be brought within twenty-four (24) months following the Closing Date; provided, however that a Buyer Indemnified Party shall have the right to continue to pursue claims timely made prior to the expiration of such twenty-four (24) month period following the expiration of such twenty-four (24) month period; and

(j) on the two (2) year anniversary of the Closing Date, Buyer and Seller shall promptly instruct the Escrow Agent to pay, and the Escrow Agreement shall provide that the Escrow Agent shall pay after receipt of such instructions, by wire transfer of immediately available funds, any amounts remaining in the Escrow Fund that are not paid to Buyer pursuant to this Agreement to the Seller on behalf of the Selling Companies and that are not the subject of any then pending timely filed claims by a Buyer Indemnified Party.

Section 8.5. Indemnification Procedures.

(a) Third-Party Claims. If any Indemnified Party receives notice of the assertion or commencement or threatened commencement of any Action, suit, claim or other legal proceeding made or brought by any Person who is not a Party or an Affiliate of a Party (a "Third-Party Claim") against such Indemnified Party with respect to which the Indemnifying Party may be obligated to provide indemnification under this Agreement, the Indemnified Party shall in good faith give the Indemnifying Party prompt written notice thereof. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party is materially disadvantaged by such failure or delay or forfeits rights or defenses by reason of such failure or delay. Such notice by the Indemnified Party shall describe the Third-Party Claim in reasonable detail, shall include copies of all reasonably available material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Losses that have been or may be sustained by the Indemnified Party. The Indemnifying Party shall have the right to participate in, or by giving written notice to the Indemnified Party within the earlier of twenty (20) days after receiving notice of such Third-Party Claim or at least five (5) Business Days prior to any filing or other deadline with respect to such Third-Party Claim, to assume the defense of any Third-Party Claim at the Indemnifying Party's expense (which expenses shall not be counted towards any of the limitations set forth in Section 8.4) by counsel chosen by the Indemnifying Party and reasonably acceptable to the Indemnified Party, and the Indemnified Party shall cooperate in good faith in such defense; provided, however, that the Indemnifying Party shall not be entitled to assume the conduct and control of such defense (or, as applicable, the Indemnifying Party shall be obligated to cede the conduct and control of such defense to the Indemnified Party) if (i) the claim for indemnification relates to or arises in connection with any criminal proceeding, Action, Taxes (except Third Party Claims relating solely to Excluded Taxes), indictment, criminal allegation or investigation, (ii) the Indemnified Party shall be advised by counsel chosen by it that (A) there are one or more defenses available to the Indemnified Party which the Indemnifying Party has not or cannot assert on behalf of the Indemnified Party or (B) a conflict of interest makes separate representation by the Indemnified Party's own counsel advisable, or (iii) the Third-Party Claim (A) seeks or includes remedies other than monetary damages not reasonably expected to exceed the Indemnity Cap or (B) includes any claims that are reasonably expected to adversely affect the Business; provided further, that in any such event, the Indemnifying Party may continue to participate in the defense

of the Third-Party Claim at its own expense. In the event that the Indemnifying Party assumes the defense of any Third-Party Claim, subject to Section 8.5(b), it shall have the right to, at its own expense, conduct and control the defense and settlement of such Third-Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right, at its own cost and expense, to participate in the defense of any Third-Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defense thereof. If the Indemnifying Party elects not to compromise or defend such Third-Party Claim or fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement, the Indemnified Party may, subject to Section 8.5(b) pay, compromise, defend such Third-Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third-Party Claim. The Seller and Buyer shall cooperate with each other in all reasonable respects in connection with the defense of any Third-Party Claim, including making available records relating to such Third-Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third-Party Claim.

(b) Settlement of Third-Party Claims. Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not agree to settle any Third-Party Claim for which it has assumed the defense in accordance with Section 8.5(a) without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld or delayed), except as provided in this Section 8.5(b). If a firm offer is made to settle a Third-Party Claim, which offer if accepted would not (i) lead to liability or the creation of a financial or other obligation on the part of the Indemnified Party or the Business, (ii) would not impose any equitable remedy or any remedy other than the payment of money for which indemnity is available hereunder and (iii) provides, in customary form, for the unconditional release of each Indemnified Party from all Liabilities in connection with such Third-Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within ten (10) Business Days after its receipt of such notice, the Indemnifying Party may continue to contest or defend such Third-Party Claim and in such event, the maximum liability of the Indemnifying Party as to such Third-Party Claim shall not exceed the amount of such settlement offer.

(c) If the Indemnified Party has assumed the defense of a Third-Party Claim pursuant to Section 8.5(a), it shall not agree to any settlement thereof without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld, conditioned or delayed). If a firm offer is made to the Indemnified Party to settle a Third-Party Claim and the Indemnified Party desires to accept and agree to such offer, the Indemnified Party shall give written notice to that effect to the Indemnifying Party. If the Indemnifying Party fails to consent to such firm offer within ten (10) Business Days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third-Party Claim and in such event, any Losses in excess of the amount of such settlement offer shall be indemnifiable under this agreement without regard for (and shall not count against) any of the limitations set forth in Section 8.4.

(d) Direct Claims. Any claim by an Indemnified Party on account of Losses which do not result from a Third-Party Claim (a "Direct Claim") shall be asserted in good faith by the Indemnified Party giving the Indemnifying Party prompt written notice thereof (such notice, a "Direct Claim Notice"). The failure to give such prompt written notice shall not, however, relieve

the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party is materially disadvantaged by such failure or delay or forfeits rights or defenses by reason of such failure or delay. The Direct Claim Notice shall describe the Direct Claim in reasonable detail, shall include copies of any reasonably available material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Losses that have been or may be sustained by the Indemnified Party. The Indemnifying Party shall have thirty (30) days after its receipt of a Direct Claim Notice to (i) agree to the amount set forth in the Direct Claim Notice and pay such amount to such Indemnified Party in immediately available funds or (ii) provide such Indemnified Party with written notice that it disputes its obligation to provide the indemnification sought in the Direct Claim Notice (a “Claim Dispute Notice”). If the Indemnifying Party does not notify the Indemnified Party within thirty (30) days following its receipt of a Direct Claim Notice that the Indemnifying Party disputes its Liability to the Indemnified Party with respect to such claim, such claim specified in the Direct Claim Notice shall be conclusively deemed a Liability of the Indemnifying Party. If the Indemnifying Party delivers a Claim Dispute Notice, the Indemnified Party and the Indemnifying Party shall negotiate in good faith to resolve the matter. In the event that the Indemnifying Party and the Indemnified Party do not reach a written agreement on such Direct Claim within thirty (30) days, the Parties thereafter may commence any Action and pursue any and all available remedies at law (subject to the limitations and conditions provided in this Agreement).

Section 8.6. Tax Treatment. For all Tax purposes, Buyer and Selling Companies agree to treat (and will cause each of their respective Affiliates to treat) any indemnity payment under this Agreement as an adjustment to the Final Purchase Price unless otherwise required by applicable Law.

ARTICLE 9 MISCELLANEOUS

Section 9.1. Entire Agreement; Assignment. This Agreement (including the Exhibits and Schedules attached hereto) and the Ancillary Documents constitute the entire agreement among the parties hereto with respect to the subject matter hereof and supersede all other prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof (including the Confidentiality Agreement). Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned, delegated or otherwise transferred by Buyer, on the one hand, or by any Selling Company, on the other hand (whether by operation of Law or otherwise), without the prior written consent of Seller or Buyer, respectively. Any attempted assignment of this Agreement not in accordance with the terms of this Section 9.1 shall be null and void; provided, however, that Buyer may assign all or any portion of its right to purchase the Purchased Assets, including, without limitation, the Owned Real Property or assume the Assumed Liabilities, in each case, in whole or in part, under this Agreement to any Affiliate without the consent of Seller, it being agreed that no such assignment shall relieve Buyer of its obligations hereunder.

Section 9.2. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) upon delivery in person, (b) on the first Business Day following the day on which the same has been sent (charges prepaid) by reputable national overnight air courier service for next day delivery, (c) on the date

of transmission by E-mail (in .pdf format) if transmitted prior to 5:00 pm (Eastern time) on a Business Day (and otherwise on the first Business Day following such date) provided that the sender also sends a confirming copy in the manner described by clause (b) on the date of such transmission, or (d) three (3) Business Days after being mailed by first class mail, return receipt requested, in each case to the other parties hereto at the address or E-mail address, as applicable, as follows:

If to the Selling Companies (Prior to the Closing), to:

c/o VSS-Southern Holdings LLC
935 Gravier St., Suite 1200
New Orleans, LA 70112
Attention: Jim Wood and Trent Hickman
E-mail: jimw@southerntheatres.com; HickmanT@vss.com

with a copy (which shall not constitute notice) to:

Ropes & Gray LLP
1211 Avenue of the Americas
New York, NY 10036
Attention: Carl Marcellino
E-mail: carl.marcellino@ropesgray.com

To Buyer:

Santikos Theaters GAS, LLC
4630 N. Loop 1604 West, Suite 501
San Antonio, Texas 78249
Attention: Tim Handren
E-mail: thandren@santikos.com

with a copy (which shall not constitute notice to Buyer) to:

Barton Benson Jones, PLLC
2000 Broadway
San Antonio, Texas 78215
Attention: J. Bradley Jones and Jerome B. Cohen
E-mail: bjones@bartonbensonjones.com; jcohen@bartonbensonjones.com

To Seller:

VSS-Southern Holdings LLC
935 Gravier St., Suite 1200
New Orleans, LA 70112
Attention: Jim Wood and Trent Hickman
E-mail: jimw@southerntheatres.com; HickmanT@vss.com

with a copy (which shall not constitute notice to Seller) to:

Ropes & Gray LLP
1211 Avenue of the Americas
New York, NY 10036
Attention: Carl Marcellino
E-mail: carl.marcellino@ropesgray.com

or to such other address, facsimile number or e-mail address, as applicable, as the party to whom notice is given may have previously furnished to the other parties in writing in the manner set forth above.

Section 9.3. Governing Law. This Agreement, the rights of the parties hereunder and any Action in any way arising out of or relating to this Agreement, the negotiation, execution or performance of this Agreement or the transactions contemplated by this Agreement (whether at law or in equity, and whether sounding in contract or in tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware.

Section 9.4. Jurisdiction and Venue. Subject to the dispute resolution procedures provided in Section 2.5(d), each of the parties hereto submits to the exclusive jurisdiction first in any federal court, and second to any state court, in either case located in the city of Wilmington, Delaware in any Action arising out of or relating to this Agreement, agrees that all claims in respect of the Action may be heard and determined in any such court and agrees not to bring any Action arising out of or relating to this Agreement in any other court. Each of the parties hereto waives any defense of inconvenient forum to the maintenance of any Action so brought and waives any bond, surety or other security that might be required of any other party with respect thereto. Each party hereto agrees that service of summons and complaint or any other process that might be served in any Action may be made on such party by sending or delivering a copy of the process to the party to be served at the address of the party and in the manner provided for the giving of notices in Section 9.2. Nothing in this Section 9.4, however, shall affect the right of any party to serve legal process in any other manner permitted by Law. Each party hereto agrees that a final, non-appealable judgment in any Action so brought shall be conclusive and may be enforced by suit on the judgment in any jurisdiction or in any other manner provided by Law.

Section 9.5. Fees and Expenses. Except as otherwise set forth in this Agreement, all fees and expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement, the Ancillary Documents and the transactions contemplated hereby and thereby, including the fees and disbursements of counsel, financial advisors and accountants and appraisal fees, costs and expenses, shall be paid by the party hereto incurring such fees or expenses.

Section 9.6. Construction; Interpretation. The term “this Agreement” means this Asset Purchase Agreement together with all Schedules and Exhibits hereto, as the same may from time to time be amended, modified, supplemented or restated in accordance with the terms hereof. The headings contained in this Agreement are inserted for convenience only and shall not affect

in any way the meaning or interpretation of this Agreement. No party hereto, nor its respective counsel, shall be deemed the drafter of this Agreement for purposes of construing or enforcing the provisions hereof, and all provisions of this Agreement shall be construed according to their fair meaning and not strictly for or against any party, and no presumption or burden of proof will arise favoring or disfavoring any Person by virtue of its authorship of any provision of this Agreement. Unless otherwise indicated to the contrary herein by the context or use thereof: (a) the words, “herein,” “hereto,” “hereof” and words of similar import refer to this Agreement as a whole, including the Schedules and Exhibits, and not to any particular section, subsection, paragraph, subparagraph or clause contained in this Agreement; (b) masculine gender shall also include the feminine and neutral genders, and vice versa; (c) words importing the singular shall also include the plural, and vice versa; (d) the words “include,” “includes” or “including” shall be deemed to be followed by the words “without limitation”; (e) the word “extent” in the phrase “to the extent” shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply “if”; (f) the words “dollar” and “\$” mean dollars in the lawful currency of the United States of America; and (g) the word “or” shall not be deemed to be exclusive (i.e., “or” shall mean “and/or”).

Section 9.7. Exhibits and Schedules. All Exhibits and Schedules hereto are hereby incorporated into this Agreement and are hereby made a part hereof as if set out in full in this Agreement. Any item disclosed on any Schedule referenced by a particular section in this Agreement shall be deemed to have been disclosed with respect to every other section in this Agreement if the relevance of such disclosure to such other section is reasonably apparent on its face. The specification of any dollar amount in the representations or warranties contained in this Agreement or the inclusion of any specific item in any Schedule is not intended to imply that such amounts, or higher or lower amounts or the items so included or other items, are or are not material, and no party shall use the fact of the setting of such amounts or the inclusion of any such item in any dispute or controversy as to whether any obligation, items or matter not described herein or included in a Schedule is or is not material for purposes of this Agreement.

Section 9.8. Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each party and its successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

Section 9.9. Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable Law, but if any term or other provision of this Agreement is held to be invalid, illegal or unenforceable under applicable Law, all other provisions of this Agreement shall remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision of this Agreement is invalid, illegal or unenforceable under applicable Law, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

Section 9.10. Amendment. Subject to applicable Law, this Agreement may be amended or modified only by written agreement executed and delivered by duly authorized officers of

Buyer, on the one hand, and Seller, on the other hand. This Agreement may not be modified or amended except as provided in the immediately preceding the sentence and any purported amendment by any party or parties hereto effected in a manner which does not comply with this Section 9.10 shall be null and void.

Section 9.11. Extension; Waiver. Seller may (a) extend the time for the performance of any of the obligations or other acts of Buyer contained herein, (b) waive any breaches of, or inaccuracies in, the representations and warranties of Buyer contained herein or (c) waive compliance by Buyer with any of the agreements or conditions contained herein. Buyer may, at any time, (x) extend the time for the performance of any of the obligations or other acts of the Selling Companies contained herein, (y) waive any breaches of, or inaccuracies in, the representations and warranties of the Selling Companies contained herein or in any document, certificate or writing delivered by the Selling Companies pursuant hereto or (z) waive compliance by the Selling Companies with any of the agreements or conditions contained herein. Any agreement on the part of any party hereto to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such party. Any waiver of any term or condition shall not be construed as a waiver of any prior or subsequent breach or a prior or subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. The failure of any party hereto to assert any of its rights hereunder shall not constitute a waiver of such rights.

Section 9.12. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, E-mail or scanned pages shall be effective as delivery of a manually executed counterpart to this Agreement.

Section 9.13. Further Cooperation. Subject to the limitations on Buyer's and its Affiliates' obligations set forth in Section 5.1(a), from and after the Closing Date, each party shall execute and deliver such documents and take such other actions as another party reasonably requests to fully consummate the Contemplated Transactions. If, from and after the Closing Date, the Selling Companies or any of their Affiliates reasonably require the participation, consultation, or cooperation of Buyer, any Transferred Employees, or any other employees of the Buyer or its Affiliates in connection with any Action arising out of or relating to an Excluded Liability, the Selling Companies and its Affiliates shall reimburse the Buyer for any out-of-pocket expenses incurred by the Buyer or its Affiliates, and for the time expended, at reasonable market rates, by such Transferred Employees or other employees of the Buyer or its Affiliates, in connection therewith; provided, that to the extent such Action relates exclusively to the Seller Winding Up Activities and the applicable personnel are set forth on Schedule 5.17, reimbursement for such participation, consultation, or cooperation shall be governed by Section 5.17.

Section 9.14. Waiver of Jury Trial. The parties to this Agreement each hereby waives, to the fullest extent permitted by Law, any right to trial by jury of any action (a) arising under this Agreement or (b) in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or any of the transactions related hereto, in each case, whether now existing or hereafter arising, and whether in contract, tort, equity, or otherwise. Each of the parties to this Agreement hereby agrees and consents that any such action shall be decided by court

trial without a jury and that the parties to this Agreement may file an original counterpart of a copy of this Agreement with any court as written evidence of the consent of the parties hereto to the waiver of their right to trial by jury.

Section 9.15. Remedies.

(a) The parties hereto agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, may occur in the event that the parties hereto do not perform the provisions of this Agreement (including failing to take such actions as are required of it hereunder to consummate this Agreement) in accordance with its specified terms or otherwise breach such provisions. The parties hereto acknowledge and agree that each party hereto shall be entitled to seek an injunction, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which such party is entitled at law or in equity.

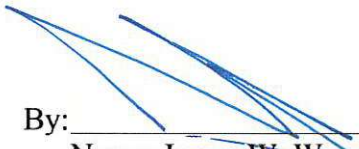
(b) Each of the parties hereto agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief when expressly available pursuant to the terms of this Agreement on the basis that (i) there is adequate remedy at law or (ii) an award of specific performance is not an appropriate remedy for any reason at law or equity. Any party hereto seeking an injunction or injunctions to prevent breaches of this Agreement when expressly available pursuant to the terms of this Agreement and to enforce specifically the terms and provisions of this Agreement when expressly available pursuant to the terms of this Agreement shall not be required to provide any bond or other security in connection with any such order or injunction.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the parties has caused this Asset Purchase Agreement to be duly executed on its behalf as of the day and year first above written.

SELLER:

VSS-SOUTHERN HOLDINGS LLC

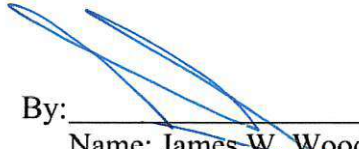
By: 

Name: James W. Wood

Title: Chief Executive Officer and Chief Financial Officer

OTHER SELLING COMPANIES:

VSS-SOUTHERN THEATRES, LLC

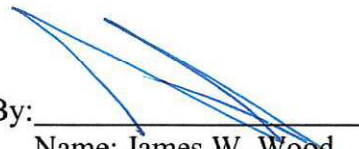
By: 

Name: James W. Wood

Title: Chief Executive Officer and Chief Financial Officer

GTOC GENERAL PARTNER, L.L.C.

By: VSS-Southern Theatres, LLC, its sole member

By: 

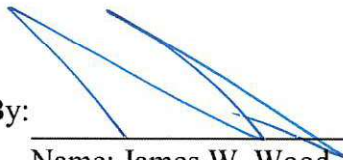
Name: James W. Wood

Title: Chief Executive Officer and Chief Financial Officer

[Asset Purchase Agreement]

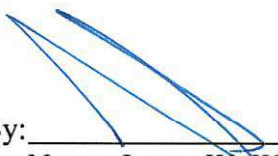
GTOC LIMITED PARTNER, L.L.C.

By: VSS-Southern Theatres, LLC, its
sole member

By: 
Name: James W. Wood
Title: Chief Executive Officer and Chief
Financial Officer

**GRAND THEATRE OPERATING
COMPANY, L.P.**

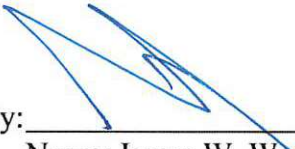
By: VSS-Southern GP, LLC, its general
partner

By: 
Name: James W. Wood
Title: Chief Executive Officer and Chief
Financial Officer

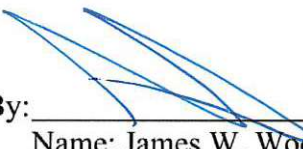
SOUTHERN STAR, L.L.C.

By: 
Name: James W. Wood
Title: Chief Executive Officer and Chief
Financial Officer

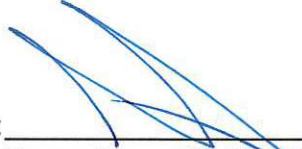
WINSTON-SALEM THEATRES, L.L.C.


By: _____
Name: James W. Wood
Title: Chief Executive Officer and Chief
Financial Officer

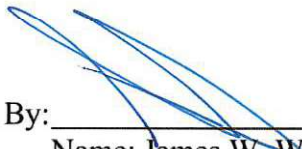
LOUISIANA THEATRES, L.L.C.


By: _____
Name: James W. Wood
Title: Chief Executive Officer and Chief
Financial Officer

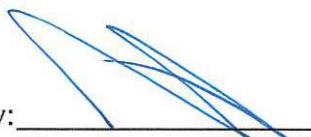
ALEXANDRIA THEATRES, L.L.C.


By: _____
Name: James W. Wood
Title: Chief Executive Officer and Chief
Financial Officer

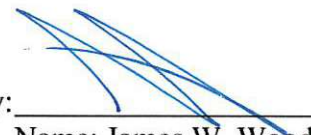
D'IBERVILLE THEATRES, LLC


By: _____
Name: James W. Wood
Title: Chief Executive Officer and Chief
Financial Officer

HATTIESBURG THEATRES, LLC

By: 
Name: James W. Wood
Title: Chief Executive Officer and Chief
Financial Officer

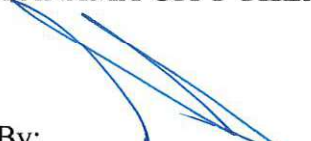
GRAND SLIDELL, L.L.C.

By: 
Name: James W. Wood
Title: Chief Executive Officer and Chief
Financial Officer

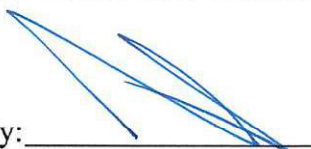
AMBASSADOR THEATRE, LLC

By: 
Name: James W. Wood
Title: Chief Executive Officer and Chief
Financial Officer

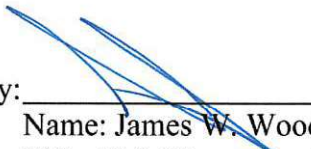
PANAMA CITY THEATRES, L.L.C.

By: 
Name: James W. Wood
Title: Chief Executive Officer and Chief
Financial Officer

GREENSBORO THEATRES, L.L.C.

By: 
Name: James W. Wood
Title: Chief Executive Officer and Chief
Financial Officer

VSS-SOUTHERN, GP LLC

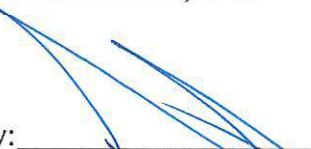
By: 
Name: James W. Wood
Title: Chief Executive Officer and Chief
Financial Officer

**CONROE THEATRES, LIMITED
PARTNERSHIP**

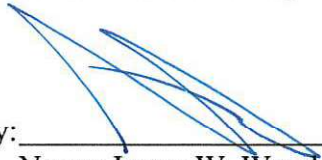
By: GTOC General Partner, L.L.C., its
general partner

By: 
Name: James W. Wood
Title: Chief Executive Officer and Chief
Financial Officer

**KALISTE SALOOM LAND
INVESTMENT, LLC**

By: 
Name: James W. Wood
Title: Chief Executive Officer and Chief
Financial Officer

EL PASO THEATRES, LLC

By: 

Name: James W. Wood

Title: Chief Executive Officer and Chief
Financial Officer

**SOLELY WITH RESPECT TO
SECTION 5.9, SECTION 5.13, AND
SECTION 5.18, VSS HOLDINGS:**

VSS THEATRE INVESTORS LLC

By: 
Name: Trent Hickman
Title: Authorized Signatory

[Asset Purchase Agreement]

BUYER:

SANTILOS THEATERS GAS, LLC

By: SANTILOS THEATERS, LLC, its
sole member

By: SANTILOS ENTERPRISES, LLC,
its sole member

By: 
Name: Tim Handren
Title: Chief Executive Officer

ULTIMATE BUYER GUARANTOR:

SANTILOS THEATERS, LLC

By: SANTILOS ENTERPRISES, LLC,
its sole member

By: 
Name: Tim Handren
Title: Chief Executive Officer

[Asset Purchase Agreement]

SCHEDULE I

SELLING COMPANIES

1. VSS-Southern Theatres, LLC
2. GTOC General Partner, L.L.C.
3. GTOC Limited Partner, L.L.C.
4. Grand Theatre Operating Company, L.P.
5. Southern Star, L.L.C.
6. Winston-Salem Theatres, L.L.C.
7. Louisiana Theatres, L.L.C.
8. Alexandria Theatres, L.L.C.
9. D'Iberville Theatres, LLC
10. Hattiesburg Theatres, LLC
11. Grand Slidell, L.L.C.
12. Ambassador Theatre, LLC
13. Panama City Theatres, L.L.C.
14. Greensboro Theatres, L.L.C.
15. VSS-Southern GP LLC
16. Conroe Theatres, Limited Partnership
17. Kaliste Saloom Land Investments, LLC
18. El Paso Theatres, LLC

Schedule II

Theatres and Corporate Office

1. 820 Colonial Promenade Pkwy Alabaster, AL 35007
2. 700 Quintard Drive Oxford, AL 36203
3. 950 Colonial Grand Lane Lake Mary, FL 32746
4. 500 S Pier Park Dr Panama City Beach, FL 32413
5. 5996 Zebulon Road Macon, GA 31210
6. 1950 Gause Boulevard West Slidell, LA 70460
7. 2039 N Mall Dr Alexandria, LA 71301
8. 2315 Kaliste Saloom Rd Lafayette, LA 70508
9. 3141 Johnston Street Lafayette, LA 70503
10. 11470 Cinema Dr D'Iberville, MS 39540
11. 100 Grand Dr Hattiesburg, MS 39401
12. 2700 Vanstory Street Greensboro, NC 27407
13. 206 Norman Station Boulevard Mooresville, NC 28117
14. 5601 University Parkway Winston-Salem, NC 27105
15. 193 Civic Center Boulevard Anderson, SC 29625
16. 4029 Interstate 45 N Conroe, TX 77304
17. 1619 Pleasonton Road Fort Bliss, TX 79906
18. 935 Gravier St., Suite 1200, New Orleans, LA 70112

SCHEDULE III**Allocation Schedule**

The following principles shall be applied in assigning value to the assets of the Selling Companies as described in Section 2.8 for purposes of determining the amount of gain attributable to Purchased Assets in connection with the transactions contemplated by the Agreement and for making any required allocations of the purchase price paid to the Seller (including the Final Purchase Price and all other amounts taken into account in determining the purchase price paid to the Seller for income tax purposes) under Code Sections 755 and 1060 or otherwise. Value shall be assigned among the assets of the Selling Companies in the following order and amounts¹:

Class I (cash and general deposit accounts)	\$ Balance as of Target Closing Date
Class II (actively traded personal property, certificates of deposit, foreign currency)	the fair value of assets in Class II
Class III (assets that are marked-to-market at least annually and debt instruments (including accounts receivable and prepaid expenses))	the fair value of assets in Class III
Class IV (stock in trade, inventory)	the fair value of assets in Class IV
Class V (all assets other than Class I, II, III, IV, and VI assets)	the fair value of assets in Class V
Class VI (Section 197 intangible assets; trademarks, client lists and going concern value)	the fair value of assets in Class VI
Class VII (Goodwill)	Balance of the Final Purchase Price

¹ The parties hereto agree that other than with respect to goodwill, the fair value of an asset will equal its adjusted tax basis for purposes of applying the methodology stated below.

Schedule IV

Example Statement of Net Working Capital

See draft Schedule IV attached hereto.

Schedule V

Example Statement of TLCF

See draft Schedule V attached hereto.

Schedule VI
Capital Expenditures

See draft Schedule VI attached hereto.

Agent Certification

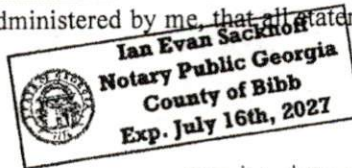
The undersigned certify that the information contained in this application and accompanying documentation is true and correct, and that the Agent named herein has directorial authority over the operations of the business to be licensed. The undersigned further agree to abide by, observe, and conduct 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: 7/31/23

Business Name Santikos Theaters GAS, LLC d/b/a Amstar 16-Macon

I hereby certify that Holly D. Wood (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 31 day of July, 2023



NOTARY PUBLIC

07/16/2027
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: _____ Date: _____
(If different from Agent)

Title: _____

Business Name: _____

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

This _____ day of _____, 20____.

NOTARY PUBLIC

MY COMMISSION EXPIRES

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 Santikos Theaters GAS, LLC d/b/a Amstar 16-Macon

I hereby certify that Holly D. Wood (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 _____, 2023

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: Robert T. Handren Date: _____
(If different from Agent)

Title: CEO of Santikos Theaters GAS, LLC

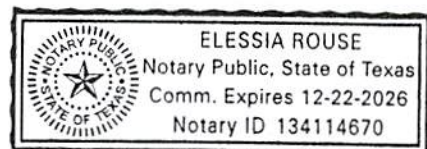
Business Name: Santikos Theaters GAS, LLC d/b/a Amstar 16-Macon

I hereby certify that Robert T. Handren (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 25 day of July, 20 23

Elessia Rouse
NOTARY PUBLIC

12-22-2026
MY COMMISSION EXPIRES



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: Santikos Theaters GAS, LLC d/b/a Amstar 16-Macon

Business Address: 5996 Zebulon Road, Macon, GA 31210

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.

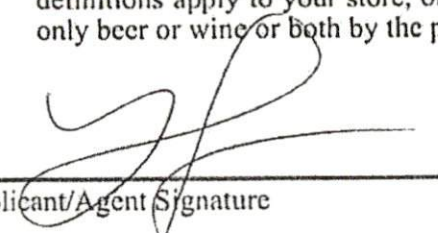
If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.

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

8/11/2023
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

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

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

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

Business Name: Santikos Theaters GAS, LLC d/b/a Amstar 16-Macon

Business Address: 5996 Zebulon Road, Macon, GA 31210

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

Code Enforcement Department Designee

Date

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

Applicant/Agent Signature

Date

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

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>.



Robert T. Handren

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.

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	Holly D. Wood	7/31/23
Signature	Print Name	Date



Alcohol License Questionnaire

Name of Business: Santikos Theaters GAS, LLC d/b/a Amstar 16-Macon

Owner's Name: Santikos Theaters GAS, LLC

Address: 5996 Zebulon Road, Macon, GA 31210

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

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

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

Please circle one: Relation, see below

☐ No Relation

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

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

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

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

Robert T. Handren

Printed Name of person completing form

Robert T. Handren

Signature of person completing form

07/25/2023

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: Santikos Theaters GAS, LLC d/b/a Amstar 16-Macon

Business Address: 5996 Zebulon Road, Macon, GA 31210

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

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

Applicant/Agent Signature

Date

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

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

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

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Santikos Theaters GAS, LLC, licensee

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

Santikos Theaters GAS, LLC d/b/a Amstar 16-Macon

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.

Santikos Theaters, LLC is the sole member of Santikos Theaters GAS, LLC

Mr. Robert T. Handren is the CEO of Santikos Theaters GAS, LLC

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.


Robert T. Handren
Print and Sign Name

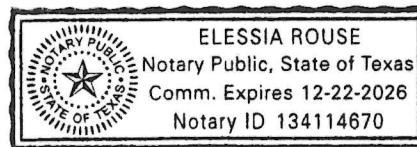
Sworn to and subscribed before me this

25 day of July, 2023.



Notary Public

My commission expires: 12-22-2026



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Santikos Theaters GAS, LLC d/b/a Amstar 16-Macon
2. Name of the subject of this Certificate, if different from the applicant:
EPT Macon, Inc., Owner / Landlord
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.

N/A

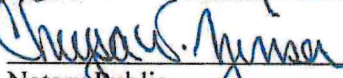
5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent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

Print and Sign Name

Gregory E. Zimmerman
Vice President

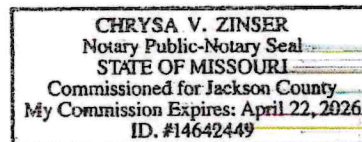
Sworn to and subscribed before me this

26th day of July, 2023



Notary Public

My commission expires:





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

OFFICE USE ONLY ALCOHOL APPLICATION

Applicant Name: Mohammad Robert Handren – Prints Completed: 12.04.2023
 Holly Wood – Prints Completed: 11.14.2023

Business Name: Santikos Theaters GAS LLC dba Amstar 16-Macon

Business Address: 5996 Zebulon Road, Macon, GA 31210

DocuSigned by:

After investigation, I recommend that the license requested herein be: 12/11/2023

Granted

David J. Davis
 Sheriff, Macon-Bibb County, Georgia Date

1C561778CDEE414...

Denied

Sheriff, Macon-Bibb County, Georgia Date

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

Granted

Mayor, Macon-Bibb County, Georgia Date

Denied

Mayor, Macon-Bibb County, Georgia Date

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

Granted



Clerk of the Macon-Bibb County Commission, Georgia Date

Denied



Clerk of the Macon-Bibb County Commission, Georgia Date



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

Review Form

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

The following required documents are included in the application:

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

Legal Review 1/29/2024 (Date) ^{DS}
SF (Initials)

Comments

After review, legal recommends approval.

Initials

^{DS}
SF

Stephanie Freeman, Administrative Office Specialist

Macon-Bibb County Certificate of Good Standing

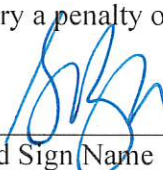
1. Name and Title of the applicant: Santikos Theaters GAS, LLC d/b/a Amstar 16-Macon
2. Name of the subject of this Certificate, if different from the applicant:
EPT Macon, Inc., Owner / Landlord
3. Benefit or privilege for which the applicant is applying (mark one):

☐ 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.

N/A

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

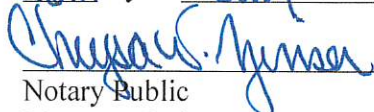


Print and Sign Name

Gregory E. Zimmerman
Vice President

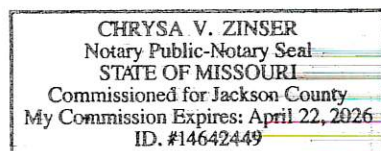
Sworn to and subscribed before me this

26th day of July, 2023



Notary Public

My commission expires:



LANDLORD ESTOPPEL CERTIFICATE
(AmStar Macon, Georgia)

Santikos Theaters GAS, LLC
c/o Santikos Theaters, LLC
Attn: Tim Handren
4630 N. Loop 1604 W, Suite 501
San Antonio, Texas 78249

Re: Lease of Premises located at 5996 Zebulon Rd., Macon, GA 31210 (the "Premises"), said Lease being more particularly described on Schedule A attached hereto and incorporated herein (the lease as described in Schedule A is hereinafter referred to collectively as the "Lease").

In connection with and as inducement for the acquisition of Southern Star LLC's ("Tenant") leasehold interest in the Premises by Santikos Theaters GAS, LLC ("Santikos") pursuant to that certain Asset Purchase Agreement entered into among Tenant, certain affiliates of Tenant and Santikos, Tenant and Santikos hereby request that the undersigned (the "Landlord"), as lessor under the Lease, certify to certain matters related to the Lease and the occupancy of the Premises. Accordingly, the Landlord certifies to Santikos, that:

1. The Lease is valid, in full force and effect on the date hereof and enforceable in accordance with its terms and has not been modified or amended from the date of its execution to the date hereof, except as may otherwise be indicated on Schedule A.
2. The term of the Lease commenced as provided in the Lease and will terminate as provided in the Lease.
3. Landlord has delivered possession of the Premises and Tenant is current on the payment of basic rent, additional rent, percentage rent (if any) and all other charges specified therein, save and except any payments related to bonds, if any, on which Tenant is current as of the date hereof recognizing that such amounts are paid in arrears and the payment for the month of July, 2023 is not yet due or payable.
4. To the best of Landlord's actual knowledge, the Premises and the use and occupancy thereof by Tenant complies with the terms of the Lease.
5. Landlord has not delivered or received any notices of default under the Lease that have not been cured. To the best of Landlord's actual knowledge, neither the Landlord nor Tenant is in default with respect to the performance or observance of any of their respective covenants or obligations under the terms of the Lease nor has any event occurred with which the giving of notice or the passage of time would constitute a default by either Landlord or Tenant under the Lease.

6. Landlord has not received any prepayment of any basic rent due under the Lease, other than the current month's rent.

7. There are no rights of offset, abatement or reduction of basic rent presently accruing to Tenant by reason of any provision of the Lease or otherwise.

8. Landlord has no budgeted expenses planned with respect to any renovations of the Premises.

9. Landlord has not received written notice that Landlord or Tenant is in violation of any governmental law or regulation with respect to the Premises or the operation of the movie theater at the Premises

10. The individual signing this Certificate on behalf of the Landlord has the full power and authority to bind Landlord (and no consents and/or approvals of any third party, including any lender approvals, are required for this Certificate to be binding on the Landlord).

11. Landlord acknowledges that on and after Closing (as defined in the Asset Purchase Agreement), Santikos' address for notice and other purposes under the Lease is as follows:

Santikos Theaters GAS, LLC
c/o Santikos Theaters, LLC
Attn: Tim Handren
4630 N. Loop 1604 W, Suite 501
San Antonio, Texas 78249

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THIS CERTIFICATE IS GIVEN SOLELY TO SANTIKOS, AND MAY NOT BE RELIED UPON BY ANY OTHER PERSON OR ENTITY. THIS CERTIFICATE SHALL NOT BE RECORDED BY SANTIKOS IN THE PUBLIC RECORDS OF THE COUNTY IN WHICH THE PREMISES IS LOCATED. THIS CERTIFICATE SHALL NOT SUBJECT LANDLORD TO ANY LIABILITY, NOTWITHSTANDING THE NEGLIGENT OR OTHERWISE INADVERTENT FAILURE OF LANDLORD TO DISCLOSE CORRECT AND/OR RELEVANT INFORMATION; HOWEVER, LANDLORD SHALL NOT BE PERMITTED TO ASSERT OR ENFORCE ANY CLAIM AGAINST SANTIKOS WHICH IS INCONSISTENT WITH THE STATEMENTS CONTAINED IN THIS CERTIFICATE, EXCEPT TO THE EXTENT SANTIKOS HAD ACTUAL KNOWLEDGE OF FACTS TO THE CONTRARY AT THE TIME SANTIKOS ACTED IN RELIANCE ON THE STATEMENT. THIS CERTIFICATE SHALL NOT BE DEEMED TO ALTER OR MODIFY ANY OF THE TERMS AND CONDITIONS OF THE LEASE.

IN WITNESS WHEREOF, Landlord has caused this Landlord Estoppel Certificate to be duly executed this 14th day of July, 2023.

LANDLORD:

EPT MACON, INC,
a Delaware corporation

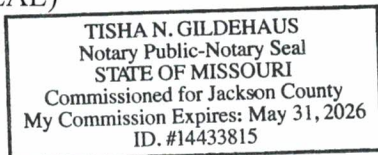
By: [Signature]
Name: Gregory K Silvers
Title: President/CEO

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

On this 14th day of July in the year 2023, before me, Tisha N Gildehaus, a Notary Public in and for said state, personally appeared Gregory K Silvers, as President/CEO of EPT Macon, Inc., a Delaware corporation, known to me to be the person who executed the within instrument, in behalf of said corporation and acknowledged to me that they executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Kansas City the day and year last above written.

(SEAL)



[Signature]
Printed Name: TISHA N GILDEHAUS
Notary Public in and for said State
Commissioned in Jackson County

My Commission Expires:

May 31, 2026

SCHEDULE ALEASE TERMSLease Description (including Amendments):

Lease Agreement, by and between TPX Macon, LLC and AmStar Entertainment, LLC, dated as of January 7, 2000, as amended by that certain Amendment to Lease, dated as of July 19, 2002, that certain Omnibus Amendment to Leases, dated as of April 15, 2019, that certain Omnibus Amendment to Leases, dated as of August 28, 2019, that certain Fourth Amendment to Lease Agreement, dated as of February 14, 2020, that certain Fifth Amendment to Lease Agreement dated as of July 6, 2020, that certain Sixth Amendment to Lease Agreement, dated as of September 21, 2021, as supplemented by that certain Assignment and Assumption of Lease, by and between TPX Macon, LLC and EPT DownREIT, Inc., dated as of March 31, 2003, that certain Assignment of Lease, by and between EPT DownREIT, Inc., and 30 West Pershing, LLC, dated as of December 31, 2003, that certain Assignment and Assumption of Lease, by and between 30 West Pershing, LLC and EPT Macon, Inc., dated as of September 28, 2006, that certain Assignment and Assumption of Lease, by and between Southern Star, L.L.C. and AmStar Entertainment, LLC, dated as of May 1, 2007, as further supplemented by that certain Side Agreement, dated as of July 2, 2020, as amended by the First Amendment to Side Agreement, dated as of August 6, 2020, the Second Amendment to Side Agreement, dated as of September 2, 2020, the Third Amendment to Side Agreement, dated as of January 4, 2021, and the Fourth Amendment to Side Agreement, dated as of May 8, 2023.

Premises Address: 5996 Zebulon Road, Macon, GA 31210

Rent:

Base Rent: \$1,025,139.36

Improvement Rent: \$113,995.92

Percentage Rent: 10% of gross receipts in excess of the Natural Break Point (Annual Base Rent payable for such Lease Year divided by 10%)

Term: Term started 1/7/2000 and ends 1/31/2030; with (1) 10-year Option Period

Security Deposit: None

ADDED TO THE FEBRUARY 2ND PRE-COMMISSION
AGENDA

Introductory Text

All current Alcohol Licenses expire December 31.

There is no grace period.

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

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

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

Application Questions

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

Application Type : Initial Application

Are you submitting a Business Continuation application?

Business Continuation : No

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

Non-Profit Business : No

Required Attachments

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

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

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

Alcohol Beverage Supplemental Packet:

FAMILY SUPER MARKET INC LOCAL ALCOHOL LICENSE.pdf

Business Information

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

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

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

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

Business Name (DBA) : FAMILY SUPER MARKET

Corporation Name : FAMILY SUPER MARKET INC

Business Address : 2965 HOUSTON AVE.

City : MACON

State : GA

Zip : 31206-2247

Mailing Address : 2965 HOUSTON AVE.

City : MACON

State : GA

Zip : 31206-2247

Local Business Phone # : (478) 781-5348

Email : kamilali987@gmail.com

Owner Name : SHAHZAD KANANI

Owner Phone # : (404) 909-9547

Are you selling alcohol by the package to go? : Yes

Drugstore : ☐

Food Mart : ☐

Gas Station : ☐

Grocery Store : ☒

Small Box Discount Store : ☐

Specialty Store : ☐

Vice Mart : ☐

Other Small Box Retail Store : ☐

Other/None of the Above/Distilled Spirits/Exempt : ☐

Agent Information

Agent Information

Please provide the Alcohol Handler License Number for your Agent.

Alcohol Handler License Number : AH001167

Agent's First Name : SHAHZAD

Agent's Last Name : KANANI

Agent's Home Phone # : (678) 800-9414

Job Title : OWNER

Agent's Home Address : 1355 CRESTHAVEN LN

City : LAWRENCEVILLE

State : GA

Zip : 30043

Social Security Number : 

License Fees

License Fees (ADD All that Apply)

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

License Fees:

License Fee : Wine Packaged to Go - \$700

License Fee : Malt Packaged to Go - \$800

Armed Security Personel

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

Yes/No : No

Certification and Attestation

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

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

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

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

Digital Signature

Your Name Here : SHAHZAD KANANI

Date

Today's Date : 12/18/2023



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.

\$ 1500.00 Alcohol License Fees + \$400 Application Fee = Total \$ 1900.00

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 #: 88-1813914 State Tax ID #: 20277036908Business Name: Family Super Market Inc Corporate and Trade Name: Local Business Address: 2965 Houston Ave., Macon, GA 31206-2247Mailing Address: 2965 Houston Ave., Macon, GA 31206-2247
(P.O. Box Not Allowed) City State ZipLocal Business Phone #: () Email Address: kamilali987@gmail.com
(City State Zip)Contact Person: Kamil Ali Contact Phone #: 404, 909-9547**AGENT**Agent's Name: Shahzad A. Kanani Agent's Title: OwnerDate of Birth: [REDACTED] Social Security Number: [REDACTED]Home Address: 1355 Cresthaven Ln City: Lawrenceville State: GA Zip: 30043Home Phone #: 678-800-9414 Email: Shahzad.Kanani@gmail.comMailing Address: 1355 Cresthaven Ln City: Lawrenceville State: GA Zip: 30043**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: Shahzad A. Kanani Title: OwnerHome Address: 1355 Cresthaven Ln City: Lawrenceville State: GA Zip: 30043-8148Home Phone #: 678-800-9414 Email: Shahzad.Kanani@gmail.comMailing Address: 1355 Cresthaven Ln City: Lawrenceville State: GA Zip: 30043-8148

Rev. 08/23



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

Business Information

Business Name: FAMILY SUPER MARKET INC
 Business Type: Corporation

Address Information

Location Address: 2965 HOUSTON AVE MACON GA 31206-2247

Alcohol License Information

License Type: Retail
 Start Date: 01-17-2024
 Beer: Yes
 Wine: Yes
 Liquor: No
 Airline or Railway Carrier: No
 Local Jurisdiction Type: County
 Local Jurisdiction: BIBB
 Arrest History: No

Local License / Fees	Fee Amount
Malt Packaged to Go	\$800.00
Wine Packaged to Go	\$700.00
	<u>\$1,500.00</u>

Licensee Information

Licensee Type: Business
 Licensee Name: KANANI, SHAHZAD

Additional Information

Primary NAICS: 445110

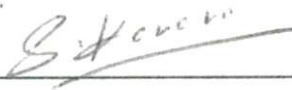
Officers	Officer or Responsible Party
KANANI, SHAHZAD	Both

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.

Full Name (print): <u>Shahzad A. Kanani</u>			
Home Address: <u>1355 Cresthaven Ln, Lawrenceville, GA. 30043-8118</u>			
Sex	Race	Date of Birth	Social Security Number
<u>M</u>	<u>Asian</u>		

- ☒ This authorization is valid for 90/180/360 (circle one) days from date of signature.
- ☒ I, Shahzad A Kanani, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.

Signature:  Date: 12/01/2023

*****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

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: Family Super Market Inc.
Printed Name of Applicant: Shahzad A. Kanani
*Signature of Applicant: S. Kanani

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 12th DAY OF December, 2023.

Mardai Powmesamy
NOTARY PUBLIC

3/30/2026
MY COMMISSION EXPIRES



SAVE Response

Applicant Status: Lawful Permanent Resident - Employment Authorized

The applicant is a non-national of the U.S. who has been granted authorization to live and work in the United States permanently as an immigrant. 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

0023352183929XT

Class of Admission (COA) Code

E39

Country of Birth

PAK - PAKISTAN

Date Admitted To

NDEFINITE

Agency Submitted Details

Full Name

Shahzad Kanani

Date of Birth

[REDACTED]

Alien Number

[REDACTED]

Initiated On

12/18/2023

Initiated By

MSOT1465

Point of Contact Name

Megan Foskey

MEASUREMENT FORM

**Retail Sales of Wine and Malt Beverages
Packaged to Go
Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122**

APPLICANT: KARIM ALI

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 2965 HOUSTON AVE.

BUSINESS NAME: FAMILY SUPER MARKET

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, or a Macon-Bibb County Housing Property measured and found to be more than 300 ft.
☒ X Comply ☐ Does not Comply

2. An alcoholic beverage license has been previously issued for this location, so the license may be continued to be issued or renewed for the same location despite a nearby property use which does not meet the distance requirements.
☐ Comply ☐ Not Applicable ☒ X Unknown

3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.
☐ Comply ☐ Complies , but does not comply with other restrictions
☒ X Not Applicable

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

Date: 1-10-2024

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

RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises.

OR

Package Sale to Go (Convenience Store)

300' from business building corner to nearest corner of school ground, school building, college campus, alcoholic treatment center, public library, Macon-Bibb County Housing Authority unit, church or church grounds or Macon-Bibb County recreation area.

If applying location is identified as a "Small Box Retail Store, Small Box Discount Store or Vice mart", it must be 2500' from other similarly classified stores.

(Revised 8-23-2023) PJH

Family Super Market
#2965 Houston Ave.
3,200' — SCHOOL GROUND property line
Bruce Elementary
3,250' — SCHOOL BUILDING
Bruce Elementary
6,500' — COLLEGE CAMPUS property line
Mercer University - Main Campus
15,750' — ALCOHOLIC TREATMENT CENTER building
River Edge - Emory Highway
11,400' — PUBLIC LIBRARY or BRANCH building
Washington Memorial
2,000' — MACON-BIBB COUNTY HOUSING AUTHORITY property
Pendleton Homes
1,325' — CHURCH (building)
Greater New Corinth Baptist Church
1,300' — CHURCH GROUNDS
Greater New Corinth Baptist Church
2,400' — M-B COUNTY RECREATION CENTER property
Memorial Recreation Center
N/A — Vice Mart - Small Box Retail Store - Small Box Discount store (2500')
Applicant self-identifies as a:
"GROCERY STORE"

OK!
Paul J. Hornowski
January 9, 2024

McClatchy

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
134183	485002	Print Legal Ad-IPL01460580 - IPL0146058		\$46.36	1	29 L

Attention: KAMIL ALI

KAMIL ALI
1988 SHAUDI LANE
ATLANTA, GA 30345

kamilali987@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE RE-
QUEST FOR BEER/Packaged to go

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 November 8, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as FAMILY SUPER MARKET INC/FAMILY SUPER MARKET, 2965 HOUSTON AVE. MACON, GA 31206. 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 1, 2023. Shahzad
Kanani, Applicant
IPL0146058
Nov 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:

11/01/23, 11/08/23

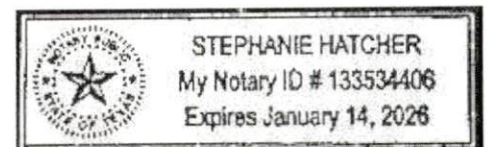
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 8th day of
November 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:	2022-0735	PERMIT TYPE:	PU	DATE OF ISSUE:	10/27/2023
ISSUED TO NAME:	Family Super Market Inc , Family Super Market				
OWNER'S NAME:	BANK OF AMERICA				
PROPOSED USE:	Commercial, Industrial or Institutional Use				
ADDRESS OF PROPOSED USE:	2965 HOUSTON AVE				
NEW CONSTRUCTION:	No				
STRUCTURE TYPE:	Existing,				
MAP/PARCEL:	P092-0231			ZONING DISTRICT:	C-2—General Commercial District

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application-- for a grocery store with alcohol packaged to go; No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Any proposed arcade or gaming machines shall occupy less than thirty (30) percent or more of the gross floor area as utilized by amusement machines or their patrons; should it occupy more, than this, a conditional use for an amusement facility is required. Subject to requirements of Business Development Services. Subject to all applicable local, state, and federal regulations.

NOTE: IF CONSTRUCTION OR USE HAS NOT BEGUN BY 10/27/2024 THIS PERMIT IS NULL & VOID

APPROVED BY: John Langstaff (revised by HS in 2023)

NOTICE

This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, Macon-Bibb Business Development Services, and any other governmental agency whose regulations may be applicable. Care should be given to comply with any deed restrictions applicable to the above referenced property as the Macon-Bibb Planning and Zoning Commission does not authorize the violation thereof, nor can it be held responsible for said violation. The Macon-Bibb Planning and Zoning Commission assumes no responsibility for correct location of property lines. It is the responsibility of the applicant to insure proper placement of any structure on the premises. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb Planning and Zoning Commission and on file in its office. This permit expires six (6) months from date issued unless construction or use is begun.

GEORGIA SECRETARY OF STATE
**BRAD
RAFFENSPERGER**



**GEORGIA
CORPORATIONS
DIVISION**

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **FAMILY SUPER MARKET
INC** Control Number: **22054802**

Business Type: **Domestic Profit
Corporation** Business Status: **Active/Compliance**

NAICS Code: **Retail Trade** NAICS Sub Code: **Supermarkets and
Other Grocery (except
Convenience) Stores**

Principal Office Address: **2965 HOUSTON
AVENUE, MACON, GA,
31206, USA** Date of Formation /
Registration Date: **3/5/2022**

State of Formation: **Georgia** Last Annual Registration
Year: **2023**

REGISTERED AGENT INFORMATION

Registered Agent Name: **SHAHZAD A KANANI**

Physical Address: **8114 WOODIRON DR, DULUTH, GA, 30097, USA**

County: **Gwinnett**

OFFICER INFORMATION

Name	Title	Business Address
KARIM ALI SHAHZAD KANANI	CEO	8114 WOODIRON DR, DULUTH, GA, 30097, USA
KARIM ALI SHAHZAD KANANI	CFO	8114 WOODIRON DR, DULUTH, GA, 30097, USA
SHAHZAD A KANANI	Secretary	8114 WOODIRON DR, DULUTH, GA, 30097, USA

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530,
Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>

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[Report a Problem?](#)

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: Family Super Market Inc

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

Individual:

Name and Title: Shahzad Kamani Licensee Telephone Number: (404) 909-9547

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

Residential Street Address: 1355 Cresthaven Ln, Lawrenceville, GA, 30043-8148

Mailing Address: 1355 Cresthaven Ln, Lawrenceville, GA, 30043-8148

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: _____
 - ☐ Member holdings _____ % of all outstanding membership interests
- ☒ Privately Held Corp./Company
 - ☐ Corporate Officer: Yes ☒ No _____
 - ☐ Shareholder holding 100 % 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: Shahzad A. Last Name: Kanani
Home Address: 1355 Cresthaven Ln City: Lawrenceville State: GA Zip: 30043
Home Phone #: 678-800-9414 Email: Shahzad.Kanani@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 1355 Cresthaven Ln City: Lawrenceville State: GA Zip: 30043

- ☒ 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.

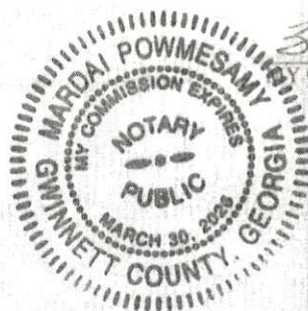
Applicant's Signature

Date

I hereby certify that Shahzad Kanani 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 12th day of December, 2023

Mardai Powmesamy
NOTARY PUBLIC



3/30/2026
COMMISSION EXPIRES

Rev. 7/2021

Training Institute for Responsible Vendors, Inc.

certifies that

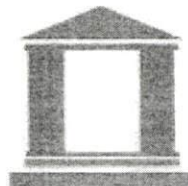
Shahzad A. Kanani

has successfully completed training in our responsible alcohol sales
and service program thus entitling them to all the rights and privileges
appertaining thereto.



t.i.r.v.

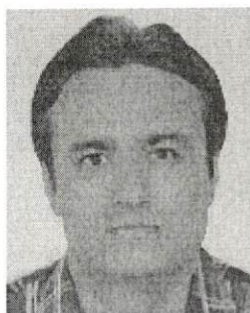
In witness thereof this 10th day of May, 2023




Registered Agent



Shahzad Kanani



AH001167

ALCOHOL HANDLER

EXP: 12/31/2024

COMMERCIAL REAL ESTATE LEASE CONTRACT

THIS COMMERCIAL REAL ESTATE LEASE CONTRACT ("Lease") made effective the 1st day of March, 2022 ("Effective Date"), by and between **SUPER PROPERTIES INC** a Georgia corporation, with an address of **4289 Catamount Dr, Lilburn GA 30047** and as its member **Anila Ali** (hereinafter collectively referenced as the "Landlord") and **FAMILY SUPER MARKET, INC** a Georgia Company, and **Shahzad Kanani** as its member, a Georgia Resident jointly and severally, with an address of **8114 Woodiron Drive Duluth, GA 30097** hereinafter collectively referenced as the "Tenant").

WITNESSETH:

THAT, in consideration of the mutual covenants contained herein, the parties have agreed as follows:

1. **Premises.** Landlord, for and in consideration of the rents, covenants, agreements and stipulations herein contained, to be paid, kept, and performed by Tenant, has leased and rented, and by these presents does lease and rent unto said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the property and improvements located at **2965 Houston Ave Macon, GA 31026** and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Premises"), together with the nonexclusive right to use any common areas of the Premises.

2. **Term of Lease.** The Commencement Date of this Lease shall be April 1st, 2022 and ending on March 31st 2027 at midnight, unless sooner terminated as hereinafter provided (hereinafter called "Term").

3. Provided Tenant is not in default, Tenant will have 2(Two) 5 Years options to renew the lease with following terms

4. **Rent.**

Minimum Rent. Tenant agrees to pay Landlord, without any prior demand therefore and without any deduction or set-off whatsoever, as fixed minimum rent, at the above address, or at any other address as designated by Landlord, promptly on the first (1st) day of each month in advance, during the Term and any renewals, rent as follows

A	April 2022-March 2027	\$12500.00
B	April 2027-March 2032	\$15000.00
C	April 2032-March 2036	\$17500.00

5. **Condition of Premises.** Landlord and Tenant acknowledge and agree that no representations or warranties, either express or implied, have been made by Landlord with respect to the Premises. Nothing herein contained shall be construed as a warrant by Landlord and Landlord hereby expressly disclaims any such warranty, that the said Premises are in good condition or fit or suitable for any particular purpose, including but not limited to, the use and purposes for which the

[Handwritten Signature]

[Handwritten Initials]

Tenant desires to lease the Premises. Notwithstanding any provision to the contrary contained herein, the Tenant accepts the building, improvements, equipment, parking lot, appliances, bathroom facilities, electrical and plumbing systems, gasoline dispensing systems, including but not limited to the underground gasoline tanks, underground pumps, and gasoline dispensers, lines, swivels, hoses and nozzles, and such other personalty at the Premises in their present state "**AS IS and WHERE IS**". Acceptance of the Premises shall be conclusively premised upon occupancy by the Tenant. Nothing herein contained shall be construed as a warranty by Landlord that said Premises are in good condition or fit or suitable for the use and purposes for which the Tenant wishes to lease the Premises, and the Tenant herewith agrees that it has examined the Premises and is fully satisfied with the physical condition thereof.

6. **Landlord's Property.** All trade fixtures, trade apparatus, equipment and other property of Landlord (including all replacements) located on the Premises, at any time, shall remain the property of Landlord and may not be removed, sold, conveyed, encumbered or transferred by Tenant. Should any of Landlord's Property be damaged, lost or otherwise impaired during the Term for any reason, Tenant shall promptly notify Landlord and shall repair or replace, at Tenant's sole expense, the affected item or items of Landlord's Property

7. **Repairs and Maintenance.** Landlord gives to Tenant exclusive control of Premises and shall be under no obligation to inspect said Premises. Tenant accepts the leased Premises in its present condition and as suited for the intended use by Tenant. Tenant shall, throughout the Term of this Lease, at Tenant's expense, maintain in good order and repair the leased Premises and all other equipment, and all other improvements, fixtures and equipment located on the Premises. Tenant agrees to care for the grounds around the building, including the mowing of grass, care of shrubs, general landscaping. Tenant agrees to return said Premises and the Equipment to Landlord at the expiration or prior to termination of this Lease in as good condition and repair as when first received, natural wear and tear and acts of God excepted. Landlord agrees to take care of exterior walls and the roof. It is acknowledged that the intent of this paragraph is for the Landlord to have no duty to repair or maintain any portion of the Premises including the Equipment as provided in the following section and except as provided herein.

Tenant agrees that it will, at its own expense, take such steps as shall be reasonably necessary or required to keep the Premises clean, free of mold, roaches, rodents, insects and other pests and that Landlord shall not be liable for any damage caused by the same.

8. **Utility Bills, Insurance, Taxes, Vendors.**

a. **Utility.** Tenant shall bear and pay all utility bills, including, but not limited to, water charges, sewer, gas, electricity, fuel, telephone, light and heat for the leased Premises. Tenant shall also bear and pay all charges for garbage collection services or other sanitary services rendered to lease Premises or used by Tenant in connection therewith. If Tenant does not pay said utility charges when due, Landlord may pay same, and such payment shall be added as Additional Rental hereunder.



b. *Taxes.* Throughout the Lease Term, Tenant shall pay its share of Taxes. "Taxes" means all federal, state, local, governmental taxes and fees to conduct the business. The Real estate taxes of the building, Land and the improvements will be paid by Landlord

c. *Premises Insurance.* Landlord shall at all times during the term of this Lease procure and maintain in full force and effect an All Risk Property Insurance Policy on the Premises, all improvements constructed thereon and any additions or alterations thereto or replacements thereof. Said policy is to contain a Replacement Cost Endorsement, insuring against perils therein specified, in an amount equal to not less than one hundred percent (100%) of the replacement cost of all improvements on the Premises. Tenant shall at all times during the term of this Lease procure and maintain in full force and effect an All Risk Property Insurance Policy on the fixtures, coolers and Inventory and Liability insurance not less than \$1 million per occurrence

d. *Vendors.* Tenant shall have the option to select any vendor, subject to the Landlord's express approval, to supply petroleum products to the Premises. Tenant shall have the sole authority to determine which vendors shall be utilized at the Premises for Automated Teller Machine(s) and Coin Operated Amusement Machines. It is acknowledged and agreed that any rebate and/or incentive monies received from any vendor shall be the sole property of Tenant

9. **Use of Premises.** Premises shall be used for a grocery store. Premises shall not be used by Tenant for any other purpose unless Landlord agrees in writing to such additional use. Premises shall not be used for any illegal purpose, nor in any manner so as to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises. Tenant shall not commit or allow any waste or nuisance upon the leased Premises, and shall maintain the Premises in a clean, neat, orderly and attractive condition.

10. **Destruction of or Damage to Premises.** If Premises are totally or partially destroyed by storm, fire, lightning, earthquake, or other casualty, this Lease shall not terminate, and rental shall not abate and Tenant shall restore Premises to substantially the same condition as existed before damage as speedily as practicable.

11. **Insurance of the Premises.** Tenant shall, at Tenant's sole cost and expense, keep Tenant's property, inventory and equipment insured in an amount equal to not less than one hundred percent (100%) of their full insurable value. As long as this Lease is in effect, the proceeds from any such policy shall be used for the repair or replacement of said fixtures, equipment and merchandise. Landlord shall keep the insurance on the premises

12. **Governmental Orders.** Tenant agrees that, at Tenant's own expense, Tenant will promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of said Premises.

13. **Condemnation.** If the whole of the leased Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, shall be condemned by any legally constituted authority for any public use or purpose, then in either of said events, the Term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental

shall be computed and paid as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemner. It is further understood and agreed that Tenant waives any and all rights in any award made by any condemnation authority notwithstanding the termination of the Lease as herein provided.

14. Assignment and Subletting. Tenant shall not assign or sublet this Lease or any interest hereunder, or sublet Premises or any part thereof, or permit the use of the Premises by any party other than Tenant without the prior express written consent of Landlord. Consent to any assignment shall not waive any of Landlord's rights under this paragraph or have the effect of releasing Tenant from any obligation under the Lease, and all later assignments shall be allowable only upon the proper written consent of Landlord.

15. Landlord's Lien for Rent. The Tenant agrees that should Tenant be in default under this Lease, Landlord shall have a landlord's lien on all furniture and fixtures, accounts receivable, goods, inventory, and chattels of Tenant, which may be brought or put on the Premises, as security for the payment of the rent herein, and agrees that the Landlord's lien for the payment of said rent may be enforced by distress, foreclosure, or otherwise, at the option of the Landlord. Tenant agrees, if requested by the Landlord, to execute appropriate financing statements in favor of Landlord upon the execution of the Lease.

16. Tenant's Alterations and/or Improvements. No major alterations will be effectuated by the Tenant without the express prior written consent of the Landlord. Notwithstanding the foregoing, Tenant shall have the right to renovate, alter, change and improve the Premises only with the consent of Landlord, which consent may not be withheld as long as it is permissible with governmental authorities

17. Entry for Carding, etc. Landlord may card Premises "For Rent" or "For Sale" after termination of this Lease. Landlord may enter the Premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.

18. Mortgagee's Rights & Agreement to Subordinate. This Lease shall be and is hereby made subject and subordinate at all times to the lien or security deed of any mortgage granted now, or in the future, to or by the Landlord, which may now or hereafter affect the real or personal property or which the Premises forms a part or which is located at the Premises and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required unless required by Landlord. In confirmation of such subordination, the Tenant agrees to promptly execute any documentation or certificate effectuating such subordination as the Landlord may from time to time request. Tenant hereby irrevocably appoints the Landlord as its attorney-in-fact to execute such documentation or certificate for and on behalf of the Tenant. Further, the Tenant agrees to promptly (within 10 days from written request by the Landlord) execute any and all estoppel documents or certificates as the Landlord may from time to time request. Tenant hereby irrevocably appoints the Landlord as its attorney-in-fact to execute such documentation or certificate for and on behalf of the Tenant.




19. No Estate in Land. This contract shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant's interest in the Premises is possessory only, and personal to Tenant, and is not subject to levy or sale, nor assignable by Tenant except by Landlord's consent.

20. **Holding Over.** If Tenant remains in possession of the Premises after expiration of the Term hereof, with or without Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a Tenant at will at 150% the rental rate in effect sixty (60) days following lease termination. There shall be no renewal of this Lease by operation of law.

21. Attorney's Fees and Homestead. If any rent owing under this Lease is collected by or through an attorney at law, Tenant agrees to pay reasonable attorney's fees. Tenant waives all homestead rights and exemptions, which it may have under any law against any obligations owing under this Lease. Tenant hereby assigns to Landlord its homestead and exemption.

22. **Service of Notice.** Tenant hereby appoints as his agent to receive service of all dispossessory or distraint proceedings and notices hereunder, and all notices required under this Lease, the person in charge of the leased Premises at the time, or occupying said Premises. If no person is in charge of occupying said Premises, then such service or notice may be made by attaching the same on the main entrance to the Premises. A copy of all notices under this Lease shall also be sent to Tenant's last known address, if different from the Premises.

23. No Waiver of Rights. All rights, powers, and privileges conferred hereunder upon parties hereto shall be cumulative, including those rights given by law. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

24. Legality of Agreement. In the event any portion or portions of this Lease are declared unconstitutional, illegal, void, or of no force and effect, the balance of this Lease shall remain in full force and effect and enforceable as a binding contract.

25. Time of Essence. Time is of the essence of this agreement.

Terms Inclusive. This Lease contains the entire agreement between the parties hereto and no representations, inducements, promises, or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect. "Landlord" as used in this Lease shall include Landlord, its assigns, and successors. "Tenant" shall include Tenant, his heirs, and representatives, and if this Lease shall be validly assigned shall include also Tenant's assignees as to such assignment. "Landlord" and "Tenant" include male and female, singular and plural, and shall also include any corporation, partnership, or individual, as may fit the particular parties.

26. **Broker.** The parties acknowledge that there was no broker involved in this transaction and that no third party is entitled to any compensation or commission as a result of the execution of this Lease. If Tenant has dealt with any other person or real estate broker in respect

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to leasing or renting space upon the Premises, Tenant shall be solely responsible for the payment of any fee due said person or firm and Tenant shall protect, indemnify, hold harmless and defend the other from any liability in respect thereto.

4th **IN WITNESS WHEREOF**, the undersigned parties have hereto set their hands and seals the day of March, 2022

LANDLORD:
SUPER PROPERTIES INC



By: ANILA ALI

TENANT
FAMILY SUPER MARKET, INC



By: SHAHZAD KANANI

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: Shahzad Kanani Date: 12/26/2023

Business Name: Family Super Market Inc.

I hereby certify that Shahzad Kanani (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 26th day of December, 2023

Mardai Powmesany
NOTARY PUBLIC

3/30/2026
MY COMMISSION EXPIRES



Owner/Individual Certification

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

Individual/Owner's Signature: Shahzad Kanani Date: 12/26/2023
(If different from Agent)

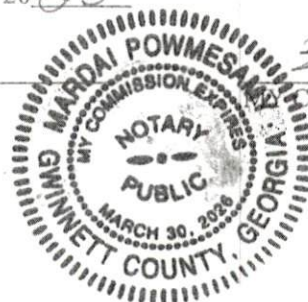
Title: Owner

Business Name: Family Super Market Inc

I hereby certify that Shahzad Kanani (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 26th day of December, 2023

Mardai Powmesany
NOTARY PUBLIC



3/30/2026
COMMISSION EXPIRES

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: Family Super Market Inc.

Business Address: 2965 Houston Ave., Macon, GA 31206-2247

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

12/01/2023
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.

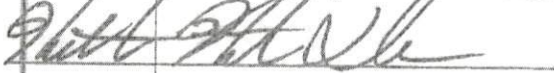
thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

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: Family Super Market Inc

Business Address: 2965 Houston Ave., Macon, GA 31206-2247

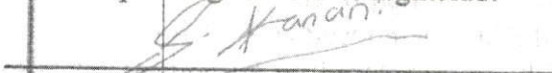
I hereby certify that on this date, I have inspected the security camera and image retrieval system located at the above business and found it to be in compliance with the requirements of Sec. 4-40 of the Macon-Bibb County Code of Ordinances, as stated hereon.



Code Enforcement Department Designee

11/02/2023
Date

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


Applicant/Agent Signature

11/02/2023
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>.

	Shahzad Kanani	12/01/2023
Signature	Print Name	Date



Alcohol License Questionnaire

Name of Business: Family Super Market Inc.
 Owner's Name: Shahzad A. Kanani
 Address: 2965 Houston Ave.
Macon, GA 3206

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

Shahzad A Kanani
 Printed Name of person completing form

Signature of person completing form

12/01/2023
 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: Family Super Market Inc

Business Address: 2965 Houston Ave., Macon, GA

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

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


Applicant/Agent Signature

12/01/2023
Date

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

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

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

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Shahzad A. Kanani Owner

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

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.

Jordan's Food Mart Inc

Jerry's Super Market Inc

Family Super Market Inc

Sparta Grocery Inc

Speed Fuel Inc

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.

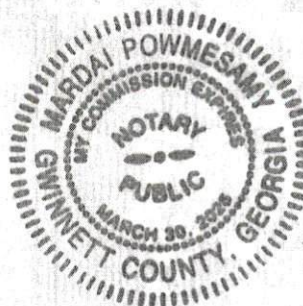
Shahzad A. Kanani [Signature]
Print and Sign Name

Sworn to and subscribed before me this
12th day of December, 2023.

Mardai Powmesamy

Notary Public

My commission expires: 3/30/2026



Page 2 of 2

Rev. April 2022
See O-22-0011

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Family Supermarket inc

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

Super Properties inc

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.

Anila Ali 100%

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.

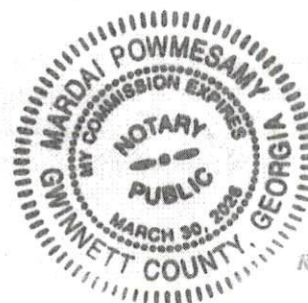
ANILA ALI
Print and Sign Name

Sworn to and subscribed before me this
2nd day of January, 2024.

Gardai Pannepany
Notary Public

My commission expires:

3/30/2026





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

Reviewed By: _____

OFFICE USE ONLY ALCOHOL APPLICATION

Applicant Name: Shahzad Kanani

Fingerprints: Completed 1.23.24

Business Name: Family Super Market Inc DBA Family Super Market

Business Address: 2965 Houston Ave, Macon, GA 31206

DocuSigned by:

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

1/29/2024

Granted

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

_____ 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 1/30/2024 (Date)  (Initials)

Comments

After review, legal recommends approval.

Initials

 Stephanie Freeman, Administrative Office Specialist

ADDED TO THE FEBRUARY 6, 2024 PRE-COMMISSION
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

2021 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	\$300
Malt Beverage Taproom	\$2,500	Cocktail Room	\$2,500	Alcohol Beverage Caterer	\$600
				Temporary Alcohol License	\$100
Please check here if you are applying for a Business Continuation License.					
Business Continuation License 25% of applicable licensing fees					
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premises)	

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

\$ _____ Prorated Alcohol License Fees + \$ 400 Application Fee, if applicable = Total \$ _____

Agent Information

1. Agent/Owner(s) must complete and sign the 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 good standing.
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 copy of GA Secretary of State Business information.
8. If NON-PROFIT entity...Proof on Nonprofit 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.07/2021

Select One: ✓ New Business Change of location Change of Business**BUSINESS**Federal Tax ID #: 853096522 State Tax ID #: 20326071158Business Name: NEW START Food MART (LLC) Corporate and Trade Name: KITCHEN PRIDELocal Business Address: 3101 COLUMBUS ROAD MACON - GA
(P.O. Box Not Allowed) City State ZipMailing Address: 3101 COLUMBUS ROAD MACON GA
(P.O. Box Not Allowed) City State ZipLocal Business Phone #: (478) 743 7756 Email Address: RAMZANTKD124@GMAIL.COMContact Person: MUHAMMAD RAMZAN Contact Phone #: (401) 301 1610**AGENT**Agent's Name: MUHAMMAD RAMZAN Agent's Title: MRDate of Birth: Social Security Number: Home Address: 4658 MELCOL WIL DR City: MACON State: GA Zip: 31210Home Phone #: 401 301 1610 Email: RAMZANTKD124@GMAIL.COMMailing Address: 3101 COLUMBUS Rd City: MACON State: GA Zip: 31204**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. 10/2021

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):	MUHAMMAD RAMZAN		
Home Address:	4658 Mercedes Uni DR Marietta GA Apt #104		
Sex	Race	Date of Birth	Social Security Number
M	Asian		



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



M. Ramzan give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.

M. Ramzan
Signature

09-05-23
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 <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

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

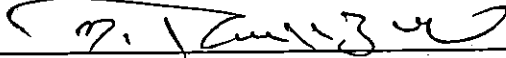
By executing this affidavit under oath, as an applicant for a Macon-Bibb County, Georgia, Occupation Tax Certificate, Alcohol License, or other public benefit as referenced in O.C.G.A. § 50-36-1; the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 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.

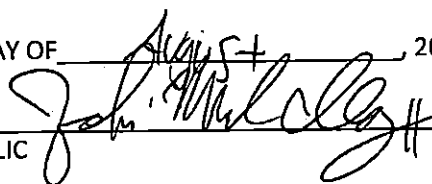
In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Business Name: NEW START Food Mart (LLC)
Printed Name of Applicant: MUHAMMAD RAMZAN
*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 14 DAY OF August, 2022.

NOTARY PUBLIC



1/24/26
MY COMMISSION EXPIRES

JOHN MICHAEL THEUS
NOTARY PUBLIC
Bibb County
State of Georgia
My Comm. Expires Jan. 24, 2026

MEASUREMENT FORM

**Retail Sales of Wine and Malt Beverages
Packaged to Go
Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122**

APPLICANT: MUHAMMAD RAMZAN

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 3101 COLUMBUS RD.

BUSINESS NAME: NEW START FOOD MART (LLC)

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, or a Macon-Bibb County Housing Property measured and found to be more than 300 ft.

☒ X Comply ☐ Does not Comply

2. An alcoholic beverage license has been previously issued for this location, so the license may be continued to be issued or renewed for the same location despite a nearby property use which does not meet the distance requirements.

☐ Comply ☐ Not Applicable ☒ X Unknown

3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.

☐ Comply ☐ Complies , but does not comply with other restrictions

☒ X Not Applicable

By: 

F. Charles Brooks, Macon-Bibb County Engineer

Date: 8/29/23

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

RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises.

OR

Package Sale to Go (Convenience Store)

300' from business building corner to nearest corner of school ground, school building, college campus, alcoholic treatment center, public library, Macon-Bibb County Housing Authority unit, church or church grounds or Macon-Bibb County recreation area.

If applying location is identified as a "Small Box Retail Store, Small Box Discount Store or Vice mart", it must be 2500' from other similarly classified stores.

(Revised 8-23-2023) PJH

New Start Food Mart
 #3101 Columbus Road
 1,700' — SCHOOL GROUND property line
 Hartley Elementary School
 2,000' — SCHOOL BUILDING
 Hartley Elementary School
 2,900' — COLLEGE CAMPUS property line
 Central Georgia Technical College
 #1780 Anthony Road
 17,750' — ALCOHOLIC TREATMENT CENTER building
 River Edge - Emory Hwy.
 12,550' — PUBLIC LIBRARY or BRANCH building
 Washington Memorial Library
 1,700' — MACON-BIBB COUNTY HOUSING AUTHORITY property
 Anthony Homes
 955' — CHURCH (building)
 Greater Ross Street Baptist Church
 975' — CHURCH GROUNDS
 Greater Ross Street Baptist Church
 3,950' — M-B COUNTY RECREATION CENTER property
 Frank Johnson Recreation Center
 N/A — Vice Mart - Small Box Retail Store - Small Box Discount store (2500')
 Applicant self-identifies as a:
 "Food Mart"

OK!

Paul J. Hoinowski
 August 25, 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 - Bixby

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
131074	468176	Print Legal Ad-IPL01401690 - IPL0140169		\$46.36	1	29 L

Attention: Muhammad Ramzan

New start food mart
3101 Columbus Rd Same as above
Same as above
Macon, GA 31204
Ramzantkd124@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR BEERV Package to go

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 September 26, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Kitchen pride / new start food mart llc, 3101 Columbus Rd Macon Georgia 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 September 19, 2023. Muhammad ramzan, Applicant
IPL0140169
Sep 19, 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:
09/19/23, 09/26/23

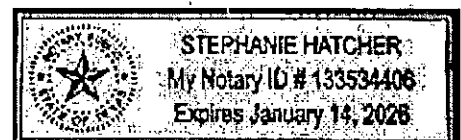
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 26th day of September 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:	2020-1497	PERMIT TYPE: PU	DATE OF ISSUE:	12/11/2020
ISSUED TO NAME:	Muhammad Ramzan, Kitchen Pride Food Store (c-store w/ alcohol ptg)			
OWNER'S NAME:	4J ASSETS LLC			
PROPOSED USE:	Commercial, Industrial or Institutional Use			
ADDRESS OF PROPOSED USE:	3103 COLUMBUS RD (aka: 3101 COLUMBUS RD)			
NEW CONSTRUCTION:	No			
STRUCTURE TYPE:	Existing, Interior			
MAP/PARCEL:	0081-0095		ZONING DISTRICT:	C-2—General Commercial District

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application-- for a convenience store with alcohol packaged to go; No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Any proposed arcade or gaming machines shall occupy less than thirty (30) percent or more of the gross floor area is utilized by amusement machines or their patrons; should it occupy more, than this, a conditional use for an amusement facility is required. Subject to requirements of Business Development Services. Subject to all applicable local, state, and federal regulations.

NOTE: IF CONSTRUCTION OR USE HAS NOT BEGUN BY 06/11/2021 THIS PERMIT IS NULL & VOID

APPROVED BY: Ethan Tonn

NOTICE

This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, Macon-Bibb Business Development Services, and any other governmental agency whose regulations may be applicable. Care should be given to comply with any deed restrictions applicable to the above referenced property as the Macon-Bibb Planning and Zoning Commission does not authorize the violation thereof, nor can it be held responsible for said violation. The Macon-Bibb Planning and Zoning Commission assumes no responsibility for correct location of property lines. It is the responsibility of the applicant to insure proper placement of any structure on the premises. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb Planning and Zoning Commission and on file in its office. This permit expires six (6) months from date issued unless construction or use is begun.

Control Number : 20173162

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

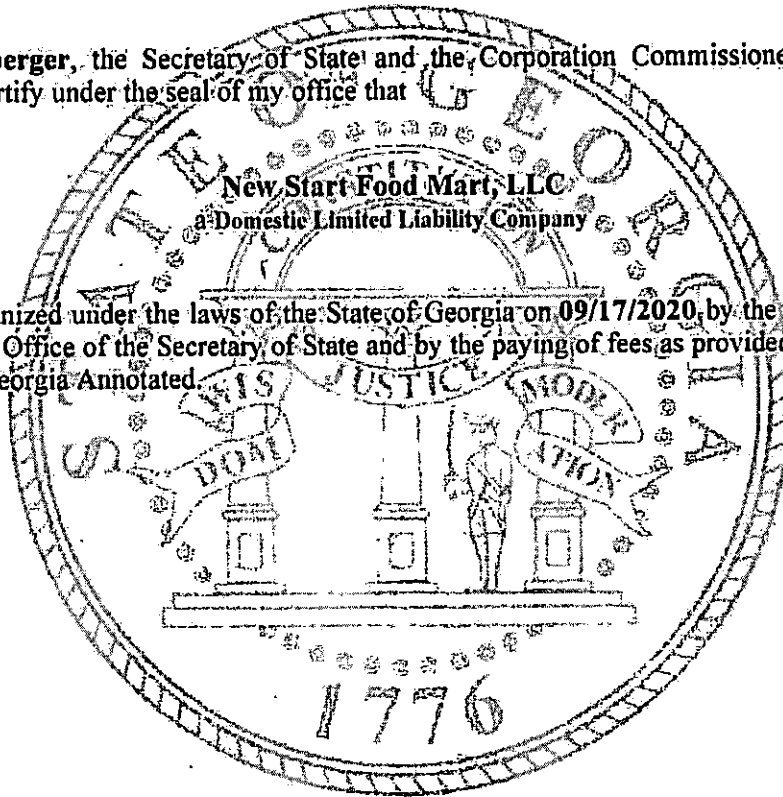
Atlanta, Georgia 30334-1530

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

New Start Food Mart, LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **09/17/2020** 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 **09/21/2020**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 9/17/2020 10:17:20 PM

CONTROL NUMBER 20173162
BUSINESS NAME New Start Food Mart, LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 09/17/2020

ADDRESS 3101 Columbus Rd, Macon, GA, 31204, USA

NAME Muhammad Ramzan
ADDRESS 3101 Columbus Rd, Macon, GA, 31204, USA
COUNTY Bibb

NAME Muhammad Ramzan
TITLE ORGANIZER
ADDRESS 3101 Columbus Rd, Macon, GA, 31204, USA

The management of the company is vested in one or more Managers.

AUTHORIZER SIGNATURE Muhammad Ramzan
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: KITCHEN PRIDE Name of Corporation: NEW START Food MART LLC

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

Individual: MUHAMMAD RAMZAN

Name and Title: OWNER Telephone Number: (401) 301 1610

Date of Birth: _____ Social Security Number: _____

Residential Street Address: ~~669 Widdowson St~~ 4658 Melrose UNIT DR MACON-GA

Mailing Address: 3101 COLUMBUS Road MACON GA 31204

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
 - o General Partner holding ___% of all outstanding general partnership interests.
- ☐ Limited Partnership (LP)
 - o General Partner holding ___% of all outstanding general partnership interests.
 - o Limited Partner holding ___% of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
 - o General Partner holding ___% of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLP)
 - o General Partner holding ___% of all outstanding general partnership interests.
 - o Limited Partner holding ___% of all outstanding general partnership interests.
- ☒ Limited Liability Company (LLC)
 - o Managing Member, Total number of Managing Members: 1
 - o Member holdings 100% of all outstanding membership interests
- ☐ Privately Held Corp./Company
 - o Corporate Officer: Yes ___ No ___
 - o Shareholder holding ___% of all outstanding ownership interests.
- ☐ Publicly Traded Company
 - o Corporate Officer: Yes ___ No ___
- ☐ Other
 - o Other person exercising operational authority over the entity: _____



TAX COMMISSIONER'S OFFICE
188 Third Street • Macon, Georgia 31201

Alcohol Handler's Beverage License Application

APPLICANT

First Name: MUHAMMAD Last Name: RAMZAN

Home Address: 848 58 MERCER UNI City: MACON State: GIA Zip: 31210

Home Phone #: 401-301-16-10 Email: RAMZANTKD424@GMAIL.COM

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

Mailing Address: 3101 COLUMBUS RD City: MACON State: GIA Zip: 31204

- ☐ 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.
- ☐ Two current Color (passport size) photographs of applicant.
- ☐ \$25 money order, cashier's check, or personal check 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.

M. Ramzan
 Applicant's Signature

8-14-23
 Date

I hereby certify that Muhammah Ramzan 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 14th day of August, 2023

John Michael Theus
 NOTARY PUBLIC

JOHN MICHAEL THEUS
 NOTARY PUBLIC
 Bibb County
 State of Georgia
 My Comm. Expires Jan. 24, 2026

11/4/26
 MY COMMISSION EXPIRES

confirmation we sent you.



Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

MUHAMMAD RAMZAN

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COU

Date: 2023-09-05

Serial No.

cert_3g4krh3s





Muhammad Ramzan



AH001076

ALCOHOL HANDLER

EXP: 12/31/2024

628-243-7755 STORE NO

(copy)

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made as of the 23 day of September, 2020, between 4-J Asset, LLC, hereinafter called "Landlord", and New Start Food Mart, LLC, hereinafter called "Tenant".

1. Description of Premises.

Landlord hereby leases to Tenant, and Tenant hereby leases and takes from Landlord, those certain premises described as 3101 Columbus Road, Macon-Bibb County, Georgia (hereinafter called the "Leased Premises").

2. Term.

The term of this Lease shall commence on October 1, 2020 and end on September 30, 2030.

3. Rental.

(a) Tenant shall pay for the Leased Premises during the term hereof (without offset, deduction or abatement of any kind unless expressly provided for herein) the monthly sum of \$1,500.00 as rent commencing on October 1, 2020. Rent shall be paid in equal monthly payments during the term, in advance, on the first (1st) day of each month. Any payment made past the 5th of any month shall be increase by a late charge equal to 10% of the monthly rental. On October 1, 2023, the rental will increase by \$50.00 per month. On October 1 of 2024 and each subsequent October 1 thereafter the rental will increase by \$50.00 per month. On September 1, 2030 the last rental payment will be due.

(b) It is the intention of Landlord and Tenant that the rent herein specified shall be absolutely and unconditionally net to Landlord during the term of this Lease, without reduction on account of any expense or cost of operation, or any tax, assessment, fee, levy, or other governmental charge whatsoever.

(c) Landlord will pay all ad valorem taxes and insurance on the real property. Tenant covenants to pay when due all other costs, expenses and obligations of every kind and nature whatsoever relating to the Leased Premises which may arise or become due during the Term of this Lease (including, without limitation, all utility charges imposed or incurred with respect to the operation or occupancy of the Leased Premises), and Tenant does hereby indemnify Landlord against, and agree to hold, save and defend the Landlord harmless from and against, all such costs, expenses and obligations. Tenant further covenants and agrees with Landlord that Tenant shall not be entitled to any abatement, deduction, deferment, suspension, or reduction of, or setoff, defense, or counter-claim against, any rent, additional rent, charges or other sums payable by Tenant under this Lease, it being the express intention and understanding of the Landlord and Tenant that the covenants and obligations of the Landlord and Tenant hereunder shall be for all purposes separate and independent. Tenant will provide and pay for a one million dollar liability

policy and will name Landlord as an additional insured.

4. Use of the Premises.

(a) The Tenant may use and occupy the Leased Premises for any lawful purpose. The Tenant shall not use or knowingly permit any part of the Leased Premises to be used for any unlawful purpose.

(b) Notwithstanding the foregoing, it is agreed that neither the Leased Premises nor the business operated on the Leased Premises shall be used or operated in violation of any applicable law, rule, regulation, or ordinance of any governmental body or agency whose authority extends to the Leased Premises, nor in any manner so as to create a nuisance or trespass on nearby property.

5. Trade Fixtures.

Tenant may install equipment, furniture and trade fixtures in and upon the Leased Premises. Tenant may remove such equipment, furniture and trade fixtures together with any other fixtures installed by Tenant or its agents, at any time during or upon the termination of this Lease so long as Tenant is not in default under this Lease and provided Tenant repairs any damage to the Leased Premises caused by reason thereof. Upon termination of this Lease, Tenant shall surrender the Leased Premises in its original condition, except for normal wear and tear, permitted alterations and casualty and condemnation damage.

6. Alterations and Repairs.

(a) Tenant may, but is not obligated to, make alterations to the Improvements; provided, however, alterations, if structural in nature, shall require Landlord's prior written consent. All such alterations shall be at the sole cost and expense of Tenant. Landlord shall cooperate with Tenant to obtain necessary building permits and approvals. Tenant shall make any and all repairs necessary or proper to the Leased Premises. Tenant shall not change the exterior appearance of the Leased Premises without Landlord's prior written consent. Tenant acknowledges that except as provided below Landlord shall not be responsible for making any repairs or replacements with respect to the Leased Premises.

(b) Landlord agrees to keep in good repair the roof (ii) including structure, deck, installation, flashing and membrane), foundations and exterior walls of the building located on the Leased Premises and underground utility and sewer pipes outside the exterior walls of said building; provided, however, that Landlord shall not be responsible for the repair of glass and exterior doors or any and all repairs rendered necessary by the negligence of Tenant, its tenants, employees or invitees.

7. Taxes.

Tenant agrees to pay, before delinquency, all real property taxes and assessments assessed against the Leased Premises. Tenant agrees to pay, before delinquency, any and all personal property taxes and license fees which have been assessed or imposed upon Tenant's personal property, mixtures and equipment installed or located in the Leased Premises.

8. Mechanic's Lien.

Tenant agrees to keep the Leased Premises free from the uncontested liens of persons who, at the request of Tenant, furnish labor or material to or for the benefit of the Leased Premises, and to bond or otherwise provide security for lien claims contested by Tenant. Landlord at any time may post and keep posted on the Leased Premises appropriate notices to protect Landlord against the claims of persons who, at the request of Tenant, furnish labor or materials to or for the benefit of the Leased Premises. It is agreed that Tenant has no authority whatsoever to subject Landlord's title to any lien claimants.

9. Utilities and Compliance with Laws.

(a) Tenant agrees to pay, before delinquency, all charges for water, gas, electricity, and any and all other utilities and services which may be used in or upon the Leased Premises.

(b) Landlord, at its sole cost and expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state, and municipal governments, courts, departments, commissions, boards and officers, any national or local Board of Fire Underwriters, or any other body exercising similar functions, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Leased Premises and the streets and sidewalks adjoining the Leased Premises, or to the use or manner of use of the Leased Premises. The foregoing shall be applicable whether or not such rules necessitate structural changes or improvements, or the removal of any encroachments or projections, ornamental, structural, or otherwise, onto or over the streets adjacent to the Leased Premises, or onto or over other contiguous property.

10. Assignment and Subletting.

Tenant may not assign this Lease, or sublease all or any portion of the Leased Premises, without Landlord's prior written consent. It is understood that in the event Landlord consents to any such assignment or subletting that such assignment or sublease shall not relieve Tenant of liability under the terms of this Lease.

11. Indemnity.

Tenant agrees to indemnify and hold Landlord harmless from and against any and all claims and demands arising from any act or omission by Tenant, or its contractors, licensees, agents, servants, or employees, or arising from any accident, injury or damages whatsoever caused to any person or property occurring in, on or about the Leased Premises or any part of them, and any and all actions, suits and proceedings in connection with any such claim or

(g) In the event of any such damage or destruction, unless this Lease is terminated as a result thereof as herein below provided, Landlord shall reconstruct, restore, or repair the damaged portions of the Leased Premises to a condition substantially equivalent to their former condition and Tenant shall pay the entire cost (including, without limitation, all hard and soft costs) thereof out of the insurance proceeds recovered by Tenant on account of such damage or destruction. If, however, Landlord reasonably estimates that the Premises cannot be fully restored within one hundred twenty (120) days of the date on which Landlord receives notice of such damage or destruction from Tenant, Landlord shall give notice thereof to Tenant and either Landlord or Tenant shall be entitled to terminate this Lease within thirty (30) days of the date of such notice by giving notice of such election to the other. In such event, Tenant shall pay to Landlord all insurance proceeds recovered by Tenant on account of such damage or destruction of the Leased Premises without regard to whether or not Landlord, in fact, elects so to restore the Leased Premises despite termination of this Lease.

13. Inspection.

Landlord may enter upon the Leased Premises at any reasonable time for the purpose of inspecting the Leased Premises.

14. Binding on Successors.

The provisions of this Lease shall be binding upon and inure to the benefit of the heirs, successors and permitted assigns and legal representatives of the parties hereto.

15. Notices.

(a) All notices, requests, demands, approvals, consents and other communications authorized or required hereunder shall be in writing and shall be deemed to have been sent and received:

(i) in the case of mailed notice, two days after the notice is deposited in the United States mail by certified mail, return receipt requested, with sufficient postage affixed and properly addressed to the recipients notice address, or (ii) for delivered notice, on the day notice is delivered to the street address of the other party (or if such date is not a business date, on the next business day).

(b) The notice addresses of the parties are as follows:

Landlord: 3103 MERCER UNIV DR. MACON GA 31204

Tenant: 5801 LOFTS APT NO 338 BUILDING 9400 MACON GA 31210

Either party may change the person or place in its notice address by notice given pursuant to this Paragraph. A post office box shall not be the only notice address for a party, but each party may designate a post office box as an address for copies to be mailed by regular mail.

16. Condemnation.

(a) In the event that title to all or such a substantial portion of the Leased Premises as to materially and permanently impair Tenant's operations on the Leased Premises shall be taken during the Term of this Lease under the exercise of the power of eminent domain (including by sale in lieu thereof) by any person or entity having the power of eminent domain, Tenant may, by written notice to Landlord within thirty (30) days of such taking, elect to terminate this Lease as of the date that title to the Leased Premises, or such portion thereof, passes to such person or entity. In the event of such termination, Tenant shall be entitled to a refund of any rent paid by Tenant relating to any period after such date of termination.

(b) In the event such taking does not materially and permanently impair operations on the Leased Premises, or, if such be the case and Tenant does not elect to terminate this Lease pursuant to Paragraph 16(a) above, then rent shall be fairly and equitably reduced and to the extent of any net condemnation award paid to Landlord, Landlord shall, insofar as practicable, forthwith restore any portion of the Leased Premises affected by such taking to a condition which would permit the remainder of the Leased Premises to be used by Tenant for the purpose herein demised.

(c) In the event of any such taking of the Leased Premises, all compensation awarded with respect to Landlord's fee estate and interest therein shall belong to and be the sole property of Landlord, without any participation by Tenant.

(d) Landlord shall conduct any prospective or pending condemnation proceedings with respect to the Leased Premises or any part thereof. Tenant shall be entitled to participate in any such proceeding in conjunction with the prosecution of any separate claim which Tenant may have under applicable law.

17. Default.

(a) The occurrence of any of the following shall constitute a default by Tenant:

(i) Failure to pay rent or any monetary sum due by Tenant hereunder which is not cured by Tenant within five (5) days after written notice thereof.

(ii) Failure to perform any other provision of this Lease if the failure to perform is not cured within ten (10) days after written notice has been given to Tenant. If the default cannot reasonably be cured within ten (10) days, Tenant shall not be in default of this Lease, if Tenant commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default; provided, however, that in no event shall such cure period extend beyond sixty (60) days after the date of such notice.

(iii) If tenant abandons the property for more than ten days without the payment of rent

(b) Landlord shall have the following remedies in the event of Tenant's default:

(v) Each and all of the remedies given to Landlord hereunder are cumulative. The exercise of one right or remedy by Landlord shall not impair its right to any other remedy. Tenant hereby waives any claims for damages that may be caused by Landlord in reentering and taking possession of the Leased Premises as herein provided.

18. Quiet Enjoyment.

Landlord warrants that it is the owner of the Leased Premises and covenants and agrees that Tenant shall have quiet enjoyment of the Leased Premises and the rights granted in this Lease provided Tenant complies with each and all of the terms of this Lease.

19. Holding Over.

Should Tenant hold over after the expiration of the Term of this Lease, Tenant shall become a tenant-at-sufferance, and the Term of the Lease shall not be extended thereby. Further, during such holdover period, rent shall be increased to one and one-half (1.5) times the rent in effect immediately prior to the termination of this Lease.

20. Time of the Essence.

Time is of the essence of this Lease.

21. Waiver.

No waiver by Landlord of any provision of this Lease shall be deemed to be a waiver of other provisions thereof of any subsequent breach by Tenant of the same or other provisions. Landlord's consent to or approval of any act by Tenant shall not be deemed to render unnecessary the obtaining of Landlord's consent or approval to subsequent acts. Further, no agreement of Landlord to accept a surrender of the Leased Premises and the termination of this Lease shall be valid unless in writing and signed by Tenant.

22. Option to Purchase.

Tenant is granted no option to purchase the leased property.

23. Miscellaneous.

Tenant will pay \$20,000.00 on October 1, 2020 to purchase the trade name of Kitchen Pride Food Store.

Tenant will pay \$_____ to purchase the inventory. The parties will jointly conduct an inventory on October 1, 2020 and determine the value of the inventory. All furniture, fixtures, equipment will be transferred to tenant. Payment of this sum will be made on _____.

Landlord will assist the tenant in obtaining all business, alcohol and lottery licenses.

IN WITNESS WHEREOF, this Lease has been executed by the parties the date and year first set forth above.

New Start Food Mart, LLC

BADL 060206857 DOB 3-19-69

By: [Signature]

Managing Member

Tenant

4-J Asset, LLC

Timothy L BRADBERRY

By: [Signature]

Managing Member

Landlord



[Signature]

(I) To immediately re-enter upon and remove all persons and property from the Leased Premises, storing said personal property in a public warehouse or elsewhere at cost of, and for the account of, Tenant. No such re-entry or taking possession of Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease.

(ii) To collect by suit or otherwise each installment of rent or other sum as it becomes due hereunder, or to enforce by suit or otherwise any other term or provision hereof on the part of Tenant required to be performed; If suit is filed, tenant will pay fifteen (15) per cent of all amounts as attorney fees.

(iii) To terminate this Lease; in which event, this Lease shall terminate if Tenant has not cured its default prior thereto and Tenant shall surrender immediate possession of the Leased Premises, and to pay to Landlord all expenses Landlord may incur by reason of the default, including the cost of recovering the Leased Premises, and including:

- (1.) The worth at the time of award of the unpaid rent which had been earned at the time of termination; and
- (2.) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Tenant proves could have reasonably been avoided; and
- (3.) The worth at the time of the award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rental loss that the Tenant proves could be reasonably avoided; and
- (4.) Any other amount necessary to compensate the Landlord for all reasonable expenses of Landlord in enforcing its remedies and re-letting the Leased Premises, including the costs of non-structural alterations and renovations.

(iv) To cure such failure by Tenant (including, but not limited to, the completion of the construction of the Facility) for the account and at the expense of Tenant, all payments made by Landlord in curing such failure by Tenant to be deemed additional rent under this Lease and shall become immediately due and payable, with interest at eighteen percent (18%) per annum. Should Landlord re-enter and not elect to terminate this Lease, it may from time to time re-let the Leased Premises or any part thereof, as the agent and for the account of Tenant, either in Landlord's name or otherwise, upon such terms and conditions and for such period (whether longer than the balance of the Term or not) as Landlord may deem advisable, and the rents received on such re-letting and collection (including necessary renovation and alteration of the Leased Premises and reasonable attorney's fees and any real estate commission actually paid) shall be applied, toward payment of all sums due or to become due to Landlord hereunder, and if such rents shall not be sufficient to pay such sums, Tenant shall pay to the Landlord monthly and deficiency.

Case Result | Case Status: Status Returned



SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Lawful Permanent Resident - Employment Authorized
The applicant is a non-national of the U.S. who has been granted authorization to live and work in the United States permanently as an immigrant. 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:	0023270152932ZU
COA Code:	IR6
Country of Birth:	PAK - PAKISTAN
Date Admitted To:	INDEFINITE

Agency Submitted Details

Full Name:	Muhammad Ramzan
Date of Birth:	
Alien Number:	
Initiated On:	09/27/2023
Initiated By:	JBRO1862
Point of Contact Name:	Jackie Brown
Point of Contact Phone Number:	(478) 310-2216
Requested Benefits:	Occup. Tax Cert.
Attached Document:	No

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.

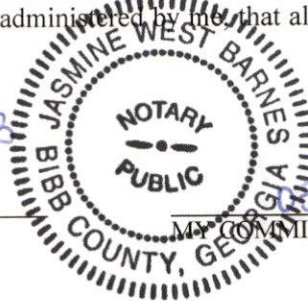
Agent's Signature: MUHAMMAD RAMZAN Date: 08-11-23

Business Name NEW START Food MART (LLC)

I hereby certify that Muhammad Ramzan (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 11 day of September, 2023

Jasmine W. Barnes
NOTARY PUBLIC



Owner/Individual Certification

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

Individual/Owner's Signature: M. Ramzan Date: 08-14-23
(If different from Agent)

Title: OWNER

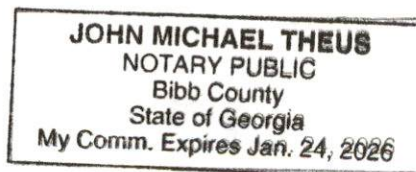
Business Name: NEW START Food mart (LLC)

I hereby certify that Muhammad Ramzan (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 14th day of August, 2023

John Michael Theus
NOTARY PUBLIC

John Michael Theus
MY COMMISSION EXPIRES



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: NEW START Food MART (LLC)

Business Address: 3101 CALUMBUS Rd MACON GA

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

08-11-23
 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

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

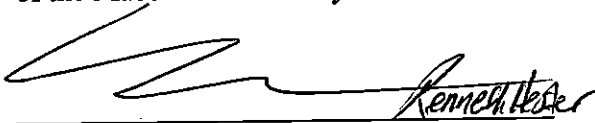
thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

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

Business Name: Kitchen Pride NewStart FoodMart LLC.

Business Address: 3101 Columbus Road - 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

8-17-23

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

09-05-23

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>.



MUHAMMAD

RAMZAN

08-11-23

Signature

Print Name

Date



Alcohol License Questionnaire

Name of Business: NEW START Food MART (LLC)

Owner's Name: MUHAMMAD RAMZAN

Address: 3101 COLUMBUS Rd MACON GA

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

MUHAMMAD RAMZAN
Printed Name of person completing form

M. Ramzan
Signature of person completing form

08-11-23
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.

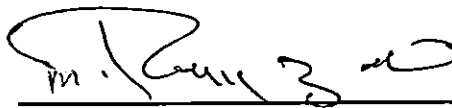
If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: NEW START Food Mart (LLC)

Business Address: 3101 COLUMBUS Rd MACON GA

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

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


Applicant/Agent Signature

08-14-23
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 #

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: MUHAMMAD RAMZAN Business Owner
2. Name of the subject of this Certificate, if different from the applicant: PREET SANDHU Property 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.

PREET SANDHU
Print and Sign Name

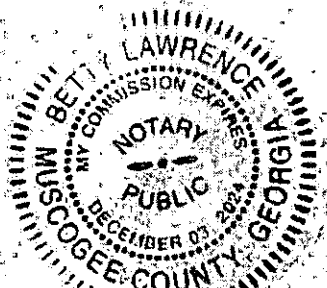
Kanhu

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

[Signature]
Notary Public

My commission expires:

12-31-24



Page 2 of 2

Rev. April 2022
See O-22-0011

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: MUHAMMAD RAMZAN (OWNER)
 2. Name of the subject of this Certificate, if different from the applicant:

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.

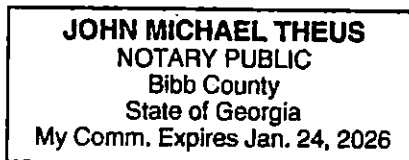
5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent 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.

Muhammad Ramzan
 Print and Sign Name

Sworn to and subscribed before me this
14th day of August, 2023.

John Michael Theus
 Notary Public

My commission expires: 1/24/26





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

Reviewed By: _____

OFFICE USE ONLY

ALCOHOL APPLICATION

Applicant Name: Muhammad Ramzan Fingerprinted 10-03-23

Business Name: Kitchen Pride dba New Start Food Mart LLC

Business Address: 3101 Columbus Road, Macon, GA 31204

DocuSigned by:

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

Granted

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

10/13/2023

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 2/2/2024(Date) ^{DS}
SD(Initials)

Comments

After review, legal recommends denial. Business self identifies as a food mart but does not have the required fresh foods. Business is currently operating as a vice mart.

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. | ☒ COMMISSIONER BRENDA LYN BAILEY |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO DEDICATE THAT PORTION OF ROBINSON ROAD RUNNING BETWEEN HOLLINGSWORTH ROAD AND DURRS DRIVE IN HONOR OF REVEREND CURTIS RAINES, SR., IN RECOGNITION OF HIS YEARS OF SERVICE AND LEADERSHIP TO NEW PILGRIM MISSIONARY BAPTIST CHURCH AND THE MACON-BIBB COMMUNITY; APPROPRIATION OF AN AMOUNT NOT TO EXCEED \$500.00 FROM THE GENERAL FUND – FUND BALANCE TO THE FACILITIES MANAGEMENT DEPARTMENT FOR THE PURCHASE OF MATERIALS AND MEMORIAL SIGNAGE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Commissioner Brendalyn Bailey, District 8, desires to sponsor this Ordinance to dedicate that portion of Hollingsworth Road that runs between Lexington Avenue and Roundfield Road in honor of Rev, Curtis Raines, Sr.; and

WHEREAS, Curtis Raines, Sr., was born on September 22, 1947, in Roberta, Georgia; and

WHEREAS, raised alongside his four siblings, Curtis Raines, Sr., attended school in Upson County, before enlisting in the United States Armed Forces, serving first in the Army, and then in the Army National Guard, before becoming a Production General Manager for Sheet Metal Manufacturing at Robins Air Force Base, proudly serving his country and community for more than 27 years; and

WHEREAS, it was while working at Robins Air Force Base that Curtis Raines met the love of his life, school teacher and counselor, Barbara Tharpe; and

WHEREAS, Curtis Raines, Sr., married Barbara Tharpe in 1971, building a marriage on mutual respect, encouragement, and service to others, lessons they passed on to their seven beloved children, Curtis, Jr., Varina, Bryant, Shun, Angie, Jacquelyn, and Tammy; and

WHEREAS, in continuing his service to his community and fellow main, Mr. Raines become a licensed in the ministry in 1980, and was formally ordained shortly thereafter in 1981, gaining his title as Reverend; and

WHEREAS, after his retirement from Robins Air Force Base, Rev. Curtis Raines, Sr., became the lead pastor at New Pilgrim Missionary Baptist Church in Macon, Ga, and Mt. Zion Baptist Church in Bolingbroke, Ga, serving these ministries faithfully for 32 years and growing his congregations from 33 people, for over 1,100 individuals; and

WHEREAS, during his early tenure with New Pilgrim Missionary Baptist Church, Rev. Curtis Raines, Sr., continued his educational pursuits, completing his Bachelor of Theology degree and Master of Pastoral Ministry degree at Emmanuel College, in 1995 and 1997, respectively; and

WHEREAS, as Rev. Curtis Raines, Sr., grew in his leadership of the church, he took on leadership roles, servings as Vice President, and later President, of the General Missionary Baptist Convention of Georgia, Inc., and

WHEREAS, After many years of service to his congregation and community Rev. Curtis Raines, Sr., passed away in 2015; and

WHEREAS, as a testament to his love for his fellow man, the Curtis Raines, Sr., Foundation was created to advocate for and assist citizens in obtaining increased access to affordable medical and mental health care; and

WHEREAS, in light of the leadership and service to the Macon-Bibb Community of Rev. Curtis Raines, Sr., the Macon-Bibb County Commission now desires to formally recognize his significant achievements and contributions to the Macon community and dedicate that portion of Robinson Road that runs between Hollingsworth Road and Durr Drive in honor of Rev. Curtis Raines, Sr., more clearly shown on the attached Exhibit A, incorporated herein by reference, as “Reverend Curtis Raines, Sr., Way”; and

WHEREAS, County policy would normally require the completion of a criminal background check prior to the dedication of a facility, structure, or space, but the Macon-Bibb County Commission has determined that an exception should be made in this instance due Rev. Curtis Raines, Sr.’s history of service and leadership; and

WHEREAS, in order for Facilities Management Department to purchase materials to install signage in honor of Rev. Curtis Raines, Sr., an appropriation and amendment to the FY 24 budget is required.

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.

That portion of Robinson Road that runs between Hollingsworth Road and Durr Drive shall henceforth be and hereby is dedicated in honor of Reverend Curtis Raines, Sr. and his leadership and service to the Macon-Bibb Community.

Section 2.

The Commission hereby approves a supplemental appropriation not to exceed \$500.00 from General Fund – Fund Balance to the Facilities Maintenance budget for FY 24, for the purpose of providing funds for the purchase of materials and other costs associated with the installation of signage in accordance with this Ordinance.

Section 3.

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

Section 4.

The 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 5.

- (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 6.

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

Section 7.

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 8.

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

Section 9.

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

[SIGNATURES TO FOLLOW]

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

LESTER M. MILLER, Mayor

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

Exhibit A





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 BRENDA LYN BAILEY |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO DEDICATE THAT PORTION OF HOLLINGSWORTH ROAD RUNNING BETWEEN LEXINGTON AVENUE AND HACIENDA COURT IN HONOR OF REVEREND BRYANT RAINES, IN RECOGNITION OF HIS YEARS OF SERVICE AND LEADERSHIP TO NEW PILGRIM MISSIONARY BAPTIST CHURCH AND THE MACON-BIBB COMMUNITY; APPROPRIATION OF AN AMOUNT NOT TO EXCEED \$500.00 FROM THE GENERAL FUND – FUND BALANCE TO THE FACILITIES MANAGEMENT DEPARTMENT FOR THE PURCHASE OF MATERIALS AND MEMORIAL SIGNAGE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Commissioner Brendalyn Bailey, District 8, desires to sponsor this Ordinance to dedicate that portion of Robinson Road that runs between Hollingsworth Road and Robinson Circle in honor of Rev. Bryant Raines; and

WHEREAS, Bryant Raines was born on February 3, 1977, in Macon, Georgia, to Rev. Curtis Raines, Sr., and Mrs. Barbara Tharpe Raines; and

WHEREAS, raised alongside his six siblings, Bryant Raines attended school in Bibb County, graduating from Central High School in 1995, before attending Clark Atlanta University where he earned B.A. degrees in English, Religion and Philosophy in 1999, before attending the United States Army Chaplain Center and School, as well as Georgia Southern University and Morehouse School of Religion and pursuing a M.A. in Evangelism at Liberty University; and

WHEREAS, Rev. Bryant Raines served his county proudly as the Chaplain Assistant for the Installation Garrison Command, 3rd Infantry Division, and the 4th Battalion 64th Armor Regiment at Fort Stewart; and

WHEREAS, utilizing his natural talents as a leader and scholar to benefit his fellow man, Rev. Bryant Raines joined his father in ministry and leadership at the New Pilgrim Missionary Baptist Church, sponsoring ministries including New Pilgrim's annual health fair, senior citizens luncheon,

summer girls' camp, youth basketball, New Pilgrim's sponsorship of 5 public schools, hosting a educator appreciation luncheon, a children's coat give-away; and many other programs aimed at supporting local youth; and

WHEREAS, one of Rev. Bryant Raines's most successful and well-known initiatives, in partnership Pastor Christopher Cabiness and Pastor Belvin Ware, was the "Heal the Hood" program, focused on uniting the community to end street violence; and

WHEREAS, in recognition of his passion for ministry and people, he was elected as the President of the 6th District of the General Missionary Baptist Convention of Georgia, Inc.; and

WHEREAS, in addition to his roles as a community leader and pastor, one of Rev. Bryant Raines's favorite roles was that as a husband and partner to his beloved wife, Iliashia Brezial Raines; and

WHEREAS, After many years of service to his congregation and community Rev. Bryant Raines sadly passed away in 2021, from complications due to Covid-19, leaving a great feeling of loss his family and the Macon-Bibb Community as a whole; and

WHEREAS, in light of the leadership and service to the Macon-Bibb Community of Rev. Bryant Raines the Macon-Bibb County Commission now desires to formally recognize his significant achievements and contributions to the Macon community and dedicate that portion of Hollingsworth Road that runs between Lexington Avenue and Hacienda Court in honor of Rev. Bryant Raines, as more clearly shown on the attached Exhibit A, incorporated herein by reference, as "Reverend Bryant Raines Way"; and

WHEREAS, County policy would normally require the completion of a criminal background check prior to the dedication of a facility, structure, or space, but the Macon-Bibb County Commission has determined that an exception should be made in this instance due Rev. Bryant Raines's history of service and leadership; and

WHEREAS, in order for Facilities Management Department to purchase materials to install signage in honor of Rev. Bryant Raines an appropriation and amendment to the FY 24 budget is required.

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.

That portion of Hollingsworth Road that runs between Lexington Avenue and Hacienda Court, shall henceforth be and hereby is dedicated in honor of Reverend Bryant Raines and his leadership and service to the Macon-Bibb Community.

Section 2.

The Commission hereby approves a supplemental appropriation not to exceed \$500.00 from General Fund – Fund Balance to the Facilities Maintenance budget for FY 24, for the purpose of providing funds for the purchase of materials and other costs associated with the installation of signage in accordance with this Ordinance.

Section 3.

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

Section 4.

The 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 5.

- (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 6.

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

Section 7.

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 8.

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

Section 9.

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

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

LESTER M. MILLER, Mayor

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

Exhibit A





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 BRENDA LYN BAILEY |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO DEDICATE THAT PORTION OF MILLERFIELD ROAD RUNNING BETWEEN CENTURY PLACE AND FINNEY CIRCLE IN HONOR OF FORMER BIBB COUNTY COMMISSIONER REV. DR. LONZY EDWARDS, IN RECOGNITION OF HIS YEARS OF SERVICE AND LEADERSHIP TO MT. MORIAH BAPTIST CHURCH AND THE MACON-BIBB COMMUNITY; APPROPRIATION OF AN AMOUNT NOT TO EXCEED \$500.00 FROM THE GENERAL FUND – FUND BALANCE TO THE FACILITIES MANAGEMENT DEPARTMENT FOR THE PURCHASE OF MATERIALS AND MEMORIAL SIGNAGE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Commissioner Elaine Lucas, District 3, desires to sponsor this Ordinance to dedicate that portion of Millerfield Road running between Century Place and Finney Circle in memory of former Bibb County Commissioner Rev. Dr. Lonzy Edwards; and

WHEREAS, Rev. Dr. Lonzy attended Duke University School of Law before settling in Macon to build his life and law practice, eventually co-founding Edwards & Youmas, LLC; and

WHEREAS, as he served the Macon community through his work as an attorney, Rev. Dr. Lonzy Edwards felt a call to delve deeper into servant leadership, through ministry which led him to join the pastorage at Mt. Moriah Baptist Church; and

WHEREAS, a man of many talents, Rev. Dr. Lonzy Edwards was a giant of the Macon, Georgia community, where he served the public in various roles as an attorney, small-business owner, and minister, experiences that uniquely qualified him to represent the citizens of Bibb County as a county commissioner between 2007 and 2013; and

WHEREAS, in addition to his roles as a community leader, counselor, successful business owner, and pastor, one of Rev. Dr. Lonzy Edwards's proudest accomplishments was serving as a loving husband to Mrs. Nancy Edwards, and devoted father to his two sons, Lonzy Edwards, Jr., and Roland Edwards, as well as grandfather to his cherished granddaughter; and

WHEREAS, After many years of service to Bibb County, his congregation, and the community Rev. Dr. Lonzy Edwards passed away in 2016, leaving a great feeling of loss his surviving family and the Macon-Bibb Community as a whole; and

WHEREAS, in light of the leadership and service to the Macon-Bibb Community of Rev. Dr. Lonzy Edwards the Macon-Bibb County Commission now desires to formally recognize his significant achievements and contributions to the Macon community and dedicate that portion of Millerfield Road, running between Century Place and Finney Circle as more clearly shown on the attached Exhibit A, incorporated herein by reference, as “Reverend Dr. Lonzy Edwards Way”; and

WHEREAS, County policy would normally require the completion of a criminal background check prior to the dedication of a facility, structure, or space, but the Macon-Bibb County Commission has determined that an exception should be made in this instance due Rev. Bryant Raines’s history of service and leadership; and

WHEREAS, in order for Facilities Management Department to purchase materials to install signage in honor of Rev. Dr. Lonzy Edwards an appropriation and amendment to the FY 24 budget is required.

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.

That portion of Millerfield Road running between Century Place and Finney Circle, shall henceforth be and hereby is dedicated in honor of Former Commissioner Rev. Dr. Lonzy Edwards and his leadership and service to the Macon-Bibb Community.

Section 2.

The Commission hereby approves a supplemental appropriation not to exceed \$500.00 from General Fund – Fund Balance to the Facilities Maintenance budget for FY 24, for the purpose of providing funds for the purchase of materials and other costs associated with the installation of signage in accordance with this Ordinance.

Section 3.

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

Section 4.

The 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 5.

- (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 6.

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

Section 7.

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 8.

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

Section 9.

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

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

LESTER M. MILLER, Mayor

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

Exhibit A





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 BRENDA LYN BAILEY |
-

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO DEDICATE THAT PORTION OF FORT HILL STREET RUNNING BETWEEN WILLIAMS STREET AND TAYLOR STREET IN HONOR OF REVEREND MOSES DUMAS, IN RECOGNITION OF HIS YEARS OF SERVICE AND LEADERSHIP TO GREATER LIZZIEBORO BAPTIST CHURCH AND THE MACON-BIBB COMMUNITY; APPROPRIATION OF AN AMOUNT NOT TO EXCEED \$500.00 FROM THE GENERAL FUND – FUND BALANCE TO THE FACILITIES MANAGEMENT DEPARTMENT FOR THE PURCHASE OF MATERIALS AND MEMORIAL SIGNAGE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Commissioner Elaine Lucas, District 3, desires to sponsor this Ordinance to dedicate that portion of Fort Hill Street running between Williams Street and Taylor Street in honor of Rev. Moses Dumas and his leadership of the Greater Lizzieboro Baptist Church; and

WHEREAS, the Greater Lizzieboro Baptist Church was founded in 1870 in nearby Lareysville, Georgia, by Brother Elder Larey and Sister Mary Larey; and

WHEREAS, in 1962, Rev. Moses Dumas was called to lead and minister the Greater Lizzieboro Baptist Church; and

WHEREAS, shortly after rising to leadership, Rev. Dumas led the church in its mission to move to a new location on Fort Hill Street, where significant improvements and accomplishments were made under his careful pastorage; and

WHEREAS, Rev. Dumas's joy and passion was for the people of Macon-Bibb County and serving the needs of his congregation and the community as a whole; and

WHEREAS, in addition to his role as a spiritual leader, one of Rev. Bryant Raines's proudest accomplishments was as a husband to Mrs. Mattie Dumas, and devoted father and grandfather to his three sons, Moses, Jr., Alexander, and Fred, and four grandchildren, Angela, Christopher, Alexis, and Derek M., who has followed in Rev. Dumas's footsteps and now leads the Greater Lizzieboro Baptist Church; and

WHEREAS, After many years of service to his congregation and community Rev. Moses Dumas passed away in 2006, leaving a great feeling of loss his surviving family, who take comfort in the strong faith instilled in them by Rev. Dumas, and the Macon-Bibb Community as a whole; and

WHEREAS, in light of the leadership and service to the Macon-Bibb Community of Rev. Moses Dumas the Macon-Bibb County Commission now desires to formally recognize his significant achievements and contributions to the Macon community and dedicate that portion of Fort Hill Street, running between Williams Street and Taylor Street, as more clearly shown on the attached Exhibit A, incorporated herein by reference, as “Reverend Moses Dumas Way”; and

WHEREAS, County policy would normally require the completion of a criminal background check prior to the dedication of a facility, structure, or space, but the Macon-Bibb County Commission has determined that an exception should be made in this instance due Rev. Bryant Raines’s history of service and leadership; and

WHEREAS, in order for Facilities Management Department to purchase materials to install signage in honor of Rev. Bryant Raines an appropriation and amendment to the FY 24 budget is required.

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.

That portion of Fort Hill Street running between Williams Street and Taylor Street, shall henceforth be and hereby is dedicated in honor of Reverend Bryant Raines and his leadership and service to the Macon-Bibb Community.

Section 2.

The Commission hereby approves a supplemental appropriation not to exceed \$500.00 from General Fund – Fund Balance to the Facilities Maintenance budget for FY 24, for the purpose of providing funds for the purchase of materials and other costs associated with the installation of signage in accordance with this Ordinance.

Section 3.

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

Section 4.

The 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 5.

- (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 6.

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

Section 7.

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 8.

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

Section 9.

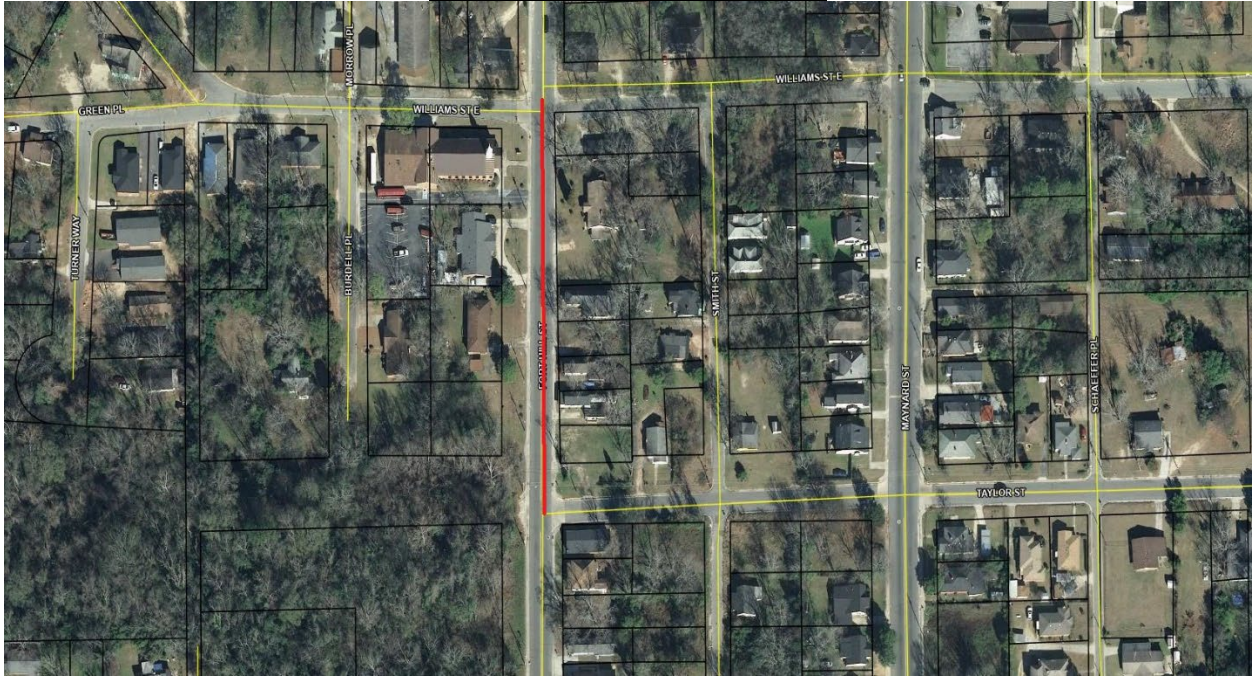
This Ordinance shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval. Pursuant to Section 14 of the Charter, the Mayor may also disapprove or reduce any item or items of appropriation with respect to this Ordinance, and the item or items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

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

LESTER M. MILLER, Mayor

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

Exhibit A





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 BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A CRIMINAL JUSTICE COORDINATING COUNCIL FY2023 VIOLENCE AGAINST WOMEN ACT (VAWA) GRANT IN THE AMOUNT OF \$84,563.00, WITH A LOCAL MATCH OF \$28,188.00, TO THE MACON JUDICIAL CIRCUIT DISTRICT ATTORNEY’S OFFICE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon Judicial Circuit District Attorney’s Office has applied and been awarded a FY2023 Violence Against Women Act (VAWA) Grant in the amount of \$84,563.00 from the Criminal Justice Coordinating Council; and

WHEREAS, the grant program fosters initiatives that develop and strengthen effective law enforcement, prosecution, adjudication and offender monitoring strategies to combat violent crimes against women, and fosters initiatives that expand and bolster services for victims of domestic violence, sexual assault, stalking and dating violence; and

WHEREAS, the District Attorney’s Office intends to utilize grant funds to fund a Victim Assistance Therapist’s salary and benefits; and

WHEREAS, this grant requires a local match, in the amount of \$28,188.00, to be paid from the District Attorney’s Office budget; and

WHEREAS, a copy of the grant award letter has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; 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 Mayor is authorized to execute an agreement with the Criminal Justice Coordinating Council for the acceptance of a FY2023 VAWA grant award, in the amount of EIGHTY-FOUR THOUSAND FIVE HUNDRED SIXTY-THREE DOLLARS AND 00/100 CENTS (\$84,563.00), with a local match of \$28,188.00, to be paid from the District Attorney's budget, in a form to be approved by the County Attorney's Office.

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

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

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

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

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

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

APPROVED AND ADOPTED this ____ day of _____, 2024.

By: _____

LESTER M. MILLER, Mayor

Attest: _____

(SEAL)

JANICE S. ROSS, Clerk of Commission

Q:\RES MACON-BIBB\2024 Miller Accepting VAWA Grant For District Attorney - \$84,563.Docx

EXHIBIT A

BRIAN P. KEMP
GOVERNOR



JAY NEAL
DIRECTOR

January 10, 2024

Mr. Lester Miller
Mayor
Bibb County Board of Commissioners
700 Poplar St
Macon, GA 31201

Dear Mr. Miller,

The Criminal Justice Coordinating Council (CJCC) is pleased to inform you that your funding application for the competitive FY2023 Violence Against Women Act (VAWA) grant program has been approved. CJCC received over 100 applications requesting over \$10 M for FY2020 VAWA grant program funds. After a thorough review of your application and supporting documents, we have made this decision based on the grant program priorities, grant program allocation requirements, a clearly identified need and other considerations. Your agency has been approved in the amount of \$84,563 for [Prosecution].

Your assigned Grant Specialist will be in contact with you to discuss and request any information or documentation required to activate your FY2023 VAWA award.

In the interim, if you have questions or concerns regarding your application or the information provided in this letter please contact the Community Programs Unit Supervisor, Victoria Miller, at Victoria.miller@cjcc.ga.gov.

Sincerely,

Kristy Carter
Division Director
Victim Assistance Grants & Policy Division



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 BRENDA LYN BAILEY**

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A CRIMINAL JUSTICE COORDINATING COUNCIL FY2023 VIOLENCE AGAINST WOMEN ACT (VAWA) GRANT AWARD, IN THE AMOUNT OF \$75,874.00, WITH A LOCAL MATCH IN THE AMOUNT OF \$25,291.00, TO THE OFFICE OF THE MACON-BIBB SOLICITOR-GENERAL; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Office of the Macon-Bibb Solicitor-General has applied for and been awarded a FY2023 Violence Against Women Act (VAWA) grant in the amount of \$75,874.00 from the Criminal Justice Coordinating Council; and

WHEREAS, the grant program fosters initiatives that develop and strengthen effective law enforcement, prosecution, adjudication and offender monitoring strategies to combat violent crimes against women, and fosters initiatives that expand and bolster services for victims of domestic violence, sexual assault, stalking and dating violence; and

WHEREAS, the Office of the Solicitor-General intends to utilize grant funds to fund Victim-Witness Advocate salaries and benefits; and

WHEREAS, this grant requires a local match in the amount of \$25,291.00, with \$22,151 being paid in-kind and \$3,140 being paid in cash from the Solicitor-General's budget; and

WHEREAS, a copy of the grant award letter has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; 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 Mayor is authorized to execute an agreement with the Criminal Justice Coordinating Council for the acceptance of a FY2023 VAWA grant award, in the amount of SEVENTY-FIVE THOUSAND EIGHT HUNDRED SEVENTY-FOUR DOLLARS AND 00/100 CENTS (\$75,874.00), with a local match in the amount of \$25,291.00, in a form to be approved by the County Attorney's Office.

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

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

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

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

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

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

APPROVED AND ADOPTED this ____ day of _____, 2024.

By: _____

LESTER M. MILLER, Mayor

Attest: _____

(SEAL)

JANICE S. ROSS, Clerk of Commission

Q:\RES MACON-BIBB\2024 Miller Accepting VAWA Grant For Solicitor General - \$75,874.Docx

EXHIBIT A

BRIAN P. KEMP
GOVERNOR



JAY NEAL
DIRECTOR

January 10, 2024

Mr. Lester Miller
Mayor
Bibb County Board of Commissioners
700 Poplar St
Macon, GA 31201

Dear Mr. Miller,

The Criminal Justice Coordinating Council (CJCC) is pleased to inform you that your funding application for the competitive FY2023 Violence Against Women Act (VAWA) grant program has been approved. CJCC received over 100 applications requesting over \$10 M for FY2020 VAWA grant program funds. After a thorough review of your application and supporting documents, we have made this decision based on the grant program priorities, grant program allocation requirements, a clearly identified need and other considerations. Your agency has been approved in the amount of **\$75,874 for [Prosecution]**.

Your assigned Grant Specialist will be in contact with you to discuss and request any information or documentation required to activate your FY2023 VAWA award.

In the interim, if you have questions or concerns regarding your application or the information provided in this letter please contact the Community Programs Unit Supervisor, Victoria Miller, at Victoria.miller@cjcc.ga.gov.

Sincerely,

Kristy Carter
Division Director
Victim Assistance Grants & Policy Division



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 BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT WITH UWCGHI, INC. (BROOKDALE RESOURCE CENTER) GRANTING EMERGENCY SOLUTIONS GRANT – CORONAVIRUS (“ESG-CV”) FUNDING, IN THE AMOUNT OF \$47,679.69, FOR THE PROVISION OF TEMPORARY EMERGENCY SHELTER SERVICES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Emergency Solutions Grant – Coronavirus (“ESG-CV”) program is administered by the Economic Community Development Department of the Macon-Bibb County Government and funded by an Emergency Solutions Grant applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, UWCGHI, Inc. (“Brookdale Resource Center”) has applied for ESG-CV funding, in the amount of \$47,679.69, from the Macon-Bibb County Economic and Community Development Department in order to provide temporary emergency shelter services within Macon-Bibb County; and

WHEREAS, Brookdale Resource Center plans to utilize ESG-CV funds to provide temporary emergency shelter services to clients, in response to the impacts of COVID-19, that are in need of shelter; and

WHEREAS, the Macon-Bibb County Economic and Community Development Department has determined this to be eligible ESG-CV activity and has selected Brookdale Resource Center for award of these ESG-CV funds; 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 Mayor is authorized to execute an agreement between Macon-Bibb County and UWCGHI, Inc. (Brookdale Resource Center) for the County to provide ESG-CV funding in the amount of FORTY-SEVEN THOUSAND SIX HUNDRED SEVENTY-NINE DOLLARS AND 69/100 CENTS (\$47,679.69), to provide temporary emergency shelter services to clients, in response to the impacts of COVID-19, that are in need of shelter, in substantially the same form as Exhibit A, attached hereto and incorporated herein by reference.

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

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

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

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

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

of this Resolution calls for the taking of any legislative action by the governing authority of Macon-Bibb County, and such law specifies for such action to be taken by resolution or by ordinance, it is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

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

APPROVED AND ADOPTED this ____ day of _____, 2024.

By: _____
LESTER M. MILLER, Mayor

Attest: _____
JANICE S. ROSS, Clerk of Commission

(SEAL)

Q:\RES MACON-BIBB\2024 Miller Agreement With Brookdale Resource Center For ESG-CV Funds Temporary
Emergency Shelter Services \$47,679.69.Docx

EXHIBIT A

AGREEMENT BETWEEN
MACON-BIBB COUNTY GOVERNMENT
ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
AND
BROOKDALE RESOURCE CENTER (Macon-Bibb County)
Temporary Emergency Shelter
3600 Brookdale Avenue
Macon, Georgia 31204
Phone 478-832-3600
PROVIDING FOR
EMERGENCY SOLUTIONS GRANT CORONAVIRUS PROJECTS

This Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("M-BCG"), a political subdivision of the State of Georgia, and **Brookdale Resource Center, Temporary Emergency Shelter, (Macon-Bibb County** ("Sub-grantee"). This Agreement shall be in effect on the date it is fully executed by both Parties.

The Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020, Public Law 116-136, is a law meant to address the economic fallout of the 2020 coronavirus pandemic (COVID-19) in the United States. The US Department of Housing and Urban Development (HUD) has announced the allocation of funding for Emergency Solutions Grants Coronavirus (ESG-CV) grantees based on the fiscal year 2020 grant formula for Macon-Bibb County. These special funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homeless prevention activities to mitigate the impacts of COVID-19.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Macon-Bibb County Emergency Solutions Grant Coronavirus (ESG-CV) Program or "Program"

The term "Macon-Bibb County Emergency Solutions Grant Coronavirus (ESG-CV) Program," or "Program" shall mean that program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by the Emergency Solutions Grant Coronavirus Program applied for by the M-BCG and awarded by HUD as authorized pursuant to Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department

The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

Grantee

The term "Grantee" shall mean the M-BCG as Grantee of an Emergency Solutions Grant Coronavirus awarded by HUD.

HUD

The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Project

The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

Low- and Moderate-Income Household

The term "Low- and Moderate-Income Household" shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person

The term "Low- and Moderate-Income Person" shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Household

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

Duplicated Count

A duplicated count is comprised of several units of service or services provided to one participant.

Unduplicated Count

An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

At Risk of Homelessness (24 CFR 576.2)

An individual or family who:

- (1) Has an annual income below 30 percent of median family income for the area, as determined by HUD;
- (2) Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another placed described in paragraph 1 of this section.
- (3) Meets one of the following conditions:
 - Has moved 2 or more times due to economic reasons during 60 preceding application for homelessness prevention assistance
 - Is living in the home of another because of economic hardship

- Has been notified that right to occupy current housing will be terminated within 21 days
 - Lives in a hotel or motel and the costs is not paid by charitable organizations for low income individuals
 - Lives in a single room occupancy or efficiency apartment unit in where there resides more than 2 persons or lives in a larger housing unit in which more than 1.5 persons reside per room.
 - Is exiting a publicly funded institution of system of care
 - Lives in housing that has characteristics associated with instability and increased risk of homelessness
- (4) A child or youth who does not qualify as “homeless” under this section, but qualifies under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3), etc.
- (5) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725(2) of the McKinney Vento Homeless Assistance Act (42 U.S.C. 11434a(2), and the parent(s) or guardian(s) of that child or youth if living with her or him.

Homeless

- (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence
- (2) An individual or family who will imminently lose their primary nighttime residence, see provisions in (576.2)
- (3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition
- (4) Any individual or family who is fleeing or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or family member making them afraid to return to their primary nighttime residence.

ARTICLE II **PREAMBLE**

In order to establish the background, context, and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974 P.L. 93-383 (hereinafter the “Act”) consolidated several existing program for community development into a single program of Emergency Solutions Grant Coronavirus (herein after “ESG-CV”) for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon-Bibb through citizen participation workshops, the Mayor, and The M-BCG Commission determined the need and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 576 certain projects were included in the M-BCG’s ESG-CV submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan addressed four* of the following ESG-CV program components:

- a) Street Outreach*

- b) Emergency Shelter*
- c) Homelessness Prevention*
- d) Rapid Re-housing*
- e) Homeless Management Information System (HMIS)

M-BCG has determined that ESG-CV assistance can be provided to the following program components: Street Outreach, Emergency Shelter, Homelessness Prevention, or Rapid Re-housing components.

Under the Rules and Regulations of HUD, the M-BCG is administrator for the Program, and is mandated to comply with various statutes, rules and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain the assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

ARTICLE III

UNIFORM GUIDANCE INFORMATION

Macon-Bibb County will use the following information to provide a reference to the PY20 (July 1, 2020 thru June 30, 2021) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provide certain elements be included in contracts for recipients of federal grant awards acting as pass through entities.

Federal Award:

Emergency Solutions Grant Coronavirus

Subrecipient Name:

Brookdale Resource Center

Agency UEI Information:

QJUTD3J1G1D3

Federal Award Identification Number:

E-20-MW-13-0005

Federal Award Date:

September 1, 2020

Subaward period of performance start and end date:

October 1, 2023, thru June 30, 2024

Federal Funds Obligated:

\$47,679.69

Project Description:

Emergency Solutions Grant- Temporary Emergency Shelter

Federal Awarding Agency/Pass-Through Entity:

Housing and Urban Development (Federal)

Macon-Bibb County, Economic and Community Development Department (Pass through entity)

688 Walnut Street, Suite 101
Macon, GA 31201

CFDA Name and Number:

Emergency Solutions Grants; 14.231

Research and Development:

No

Provision:

OMB OMNI Circular Subpart E-Cost principles provides for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities".

Pursuant to HUD regulations, Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

ARTICLE IV
PROJECT

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **FORTY-SEVEN THOUSAND SIX HUNDRED SEVENTY-NINE DOLLARS AND SIXTY-NINE CENTS (\$47,679.69)** (hereinafter the "Grant") to implement the following project (s): **"The Brookdale Resource Center Temporary Emergency Shelter - Emergency Solutions Grant-CV" program**. To provide temporary emergency shelter services to clients to prevent, prepare for, and in response to the impacts of COVID-19 and are in need of shelter. This program will provide clients with access to meals and a clean center through the continued cleaning of the facility and the equipment needed to address COVID needs of clients. Said project(s) are more fully set forth in Exhibit "A" attached hereto and made a part hereof.

ARTICLE V
NOTICES

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County Consolidated Government
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street

With copy to: Macon, Georgia 31201
Economic and Community Development Department
Attention: Wanzina Jackson, Manager
688 Walnut Street, Suite 101
Macon, Georgia 31201
Phone: 478-751-7190
Facsimile: 478-910-2347

If to Sub-grantee: Brookdale Resource Center
Attention: Alison Bender, Executive Director
3600 Brookdale Avenue
Macon, Georgia 31204
Phone: 478-292-5123

ARTICLE VI

GENERAL CONDITIONS

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 576 (the U.S. Housing and Urban Development regulations concerning Emergency Solutions Grants Coronavirus (ESG-CV)) except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating, or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

C. Hold Harmless

The Sub-grantee shall hold harmless, defend and indemnify the M-BCG from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or 2 CFR Part 200.325 and 2 CFR Part 200, Subpart D, Bonding, and Insurance.

F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall insure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line-item changes to the Sub-grantee's budget as long as such changes do not increase in the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- (a). Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- (b). Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;
- (c). Ineffective or improper use of funds provided under this Agreement; or
- (d). Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

ARTICLE VII

ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 2 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-grantee shall administer its program in conformance with OMB 2 CFR Part 200(Subpart E), "Cost -Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

- (a). Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.
- (b). Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflects all expenditures of Grant funds provided by the M-BCG under this Agreement.
- (c). All Grant funds disbursed through an Emergency Solutions Grant Coronavirus shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will

not carry out another ESG-CV eligible project, the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 and 578.103 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (a). Records providing a full description of each activity undertaken;
- (b). Records demonstrating that each activity undertaken meets the components of the ESG-CV program;
- (c). Records required to determine the eligibility of activities;
- (d). Records documenting compliance with the homeless definition of the ESG-CV program;
- (e). Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and
- (f). Other records necessary to document compliance with 24 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration

of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over ESG-CV funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another ESG-CV eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with the current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F-Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with ESG-CV funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use each income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

1. In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-

grantee shall provide the following information:

- (a). Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.
 - (b). The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.
 - (c). Timesheets shall be submitted as backup documentation for salary reimbursement.
 - (d). Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts or other documentation evidencing funds expended by Sub-grantee.
 - (e). The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.
2. Upon receiving the invoices, reports and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State, and local laws and regulations.
 3. The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.
 4. The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the format and content provided as required by the M-BCG by the 10th of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy through-out the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

(a). All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b). Sub-grantee shall make positive efforts to utilize small business and minority owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 507.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any ESG-CV funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement

is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:

- (a). Transferred to the M-BCG for the ESG-CV program, or
- (b). Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII

PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

(a). The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b). In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall

be furnished promptly to the M-BCG.

2. Subcontracts

(a). Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b). Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c). Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d). Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e). Employee Verification

(1). Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2). Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200.317-318 and 576.404, which include (but are not limited to) the following:

- (a). The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- (b). No employee, officer or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- (c). No covered persons who exercise or have exercised any functions or responsibilities with respect to ESG-CV-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ESG-CV-assisted activity, or with respect to the proceeds from the ESG-CV-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

5. Lobbying

The Sub-grantee hereby certifies that:

- (a). No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (b). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c). It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall

certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

ARTICLE IX
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI
WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of

funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

(Signatures on following page)

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

MACON-BIBB COUNTY

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

Lester M. Miller, Mayor

Date

ATTEST:

ECONOMIC AND COMMUNITY
DEVELOPMENT DEPARTMENT

Witness

Wanzina Jackson, Manager

Date

ATTEST:

Brookdale Resource Center (Macon-Bibb)

Witness

Alison Bender, Executive Director

Date

Date

EXHIBIT "A"

SCOPE OF SERVICES AND TIMETABLE

The Sub-grantee will be responsible for administering the Emergency Solutions Grant Coronavirus (ESG-CV) **BROOKDALE RESOURCE CENTER TEMPORARY EMERGENCY SHELTER** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. These special funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homeless prevention activities to mitigate the impacts of COVID-19. Such program will include the following activities eligible under the Emergency Solutions Grant Coronavirus program:

I. SCOPE OF SERVICES

A. Activity

Since January 5, 2021, the Brookdale Resource Center Temporary Emergency Shelter provides those who need a place to stay in a safe location out of the elements. Meals are provided with community volunteers serving at each mealtime. A unique facility in Macon-Bibb County because it is the only location of its kind where the residents can stay 24 hours a day without having to leave and come back. Since this was opened during the height of the COVID-19 pandemic, the center adheres to CDC guidelines for congregate shelters. COVID-19 testing, and vaccines are provided on a regular basis.

DESCRIPTION OF ACTIVITY

Program Delivery

The Brookdale Resource Center is a place for people to need and want help to find a safe place to get back on their feet, stay safe, and protect themselves from COVID-19. This project has two focuses that will help the Center provide meals and a clean environment for the prevention of COVID-19 for anyone who is temporarily residing at the center to support the mission of Brookdale.

Shower and Laundry Facility – Recently, Brookdale had a construction project to provide shower and laundry facilities for residents. However, with these facilities, the center needs to ensure a thorough cleaning to continue to prevent and respond to the spread of COVID-19. The laundry facility will keep the residents clothing and linens clean which will increase the level of hygiene at the facility which will continue to reduce the risk of COVID-19.

Kitchen Equipment – As stated earlier our facility was previously an elementary school. With that, we have the proper space and equipment connections for a full commercial kitchen. To feed our residents, we have a contract with a food supplier. Second, we would reduce the number of people coming into our facility who we have to provide contact tracing for should we have a COVID-19 case in the center.

Use of Homeless Management Information System (HMIS) and Coordinated Entry (CE)
Brookdale Resource Center Temporary Emergency Shelter will utilize Client Track HMIS system to record all data and participate in all CE activities.

IMPLEMENTATION PLANS

From the beginning of Brookdale operations, the center is responsible for staffing the center and providing the supplies and guidance necessary for its inception. Day to day operations are run by an onsite Director who manages a staff of 14 people whose jobs range from case management to janitorial services. The United Way of Central Georgia has been more involved in the operations of Brookdale as they will be assuming management of the program.

The onsite staff have the experience to match their positions at Brookdale. The director has over a decade of staff management experience here in Macon. The case worker has done case management with several local agencies and understands the social support system in Macon. A nutrition coordinator was recently hired to build our food service program. Brookdale also works with other agencies in our community, tapping into the talents of our partners so that everyone can be successful.

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES

Alison Bender, Interim Shelter Director, will be involved in the administration of the ESG-CV grant as the Shelter Manager and will be responsible for identifying clients that are being housed to prevent exposure to COVID-19 and working with them to ensure they return to stability, i.e., case plans, referrals, etc. There will be shelter monitors involved who will oversee the intake and well-being of the clients while in the shelter. No ESG funds will be used to pay for salaries.

B. Program Components

The Sub-grantee certifies that the activity carried out under this Agreement will meet the Emergency Solutions Grant program component for Emergency Shelter.

C. Levels of Accomplishment - Goals and Performance Measures

The Sub-grantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome (Annual)
1. Proposed Total Number of Head of Households Served	80	Oc. 1, 2023, thru June 30, 2024	967 -Heads of Households Served
2. Case Management- Connect homeless, at-risk individuals and families with resources or provide tools	105	Oct. 1, 2023, through June 30, 2024	1261 - of clients will be served to reduce the number of people who were homeless.

SUB-GRANTEE is also responsible for submitting to M-BCG: monthly progress reports, time sheets, Participant eligibility forms, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained up to four (4) years after the contract expires.

D. Performance Monitoring

The Sub-grantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Sub-grantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Sub-grantee's compliance with the terms and conditions of this Agreement, and comparing the Sub-grantee's projected Project schedule, budget, and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Sub-grantee shall furnish the Department, the M-BCG, or its designee copies of such records and information as the Department or the M-BCG deems necessary. In addition, the Sub-grantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement and shall prepare such other reports as may be required by the Department, the M-BCG and/or HUD. **All monthly reports shall be submitted to the Department no later than the 10th of the following month.**

The M-BCG will monitor the performance of the Sub-grantee against goals and performance standards as stated above. Substandard performance as determined by the M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-grantee within a reasonable period of time after being notified by the M-BCG, contract suspension or termination procedures will be

initiated.

E. The Macon-Bibb County Government's Recognition

The Sub-grantee shall insure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

Services of the Sub-grantee shall start on October 1, 2023, and end on June 30, 2024. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-grantee remains in control of ESG-CV funds or other ESG-CV assets, including program income.

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Shelter Needs:	
Food	\$ 33806.80
Paper Goods and Disposables	\$ 11,114.55
Cleaning Supplies (Chemical/Janitorial)	\$ 2,468.29
<u>Supplies and Equipment (serving utensils, mopheads, etc.)</u>	<u>\$ 290.05</u>
TOTAL	\$ 47,679.69

Any amendments to the budget must be in writing and approved by both the M-BCG and the sub-grantee. Any changes to the contract will be communicated in writing by the grantee to the sub-grantee after approval and prior to implementation.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$47,679.69**. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 24 CFR 84.21.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices and any other documentation deemed necessary by

the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

EXHIBIT "B"
PROGRAM REQUIREMENTS

Sub-grantee shall operate this project funded through the M-BCG's Emergency Solutions Grant Coronavirus Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

- a. Voucher System - All supporting documentation, such as purchase order, invoices, receiving reports, and requisitions.
- b. Books of Original Entry - Cash receipts and disbursements journal, general ledger.
- c. Chart of Accounts - Listing of accounts must be maintained in the accounting system.
- d. Personnel Records - Separate personnel file shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
- e. Attendance Record - Attendance records shall be maintained for all personnel paid with ESG-CV funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.
- f. Payroll Records - Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payment of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.
- g. Checking Accounts - Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, cancelled checks, and deposit slips must be readily available for audit purposes.
- h. Petty Cash - Sub-grantee is encouraged to use an imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any ESG-CV funds are used as petty cash.
- i. Purchasing Practices - HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.

- j. Inventories - Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with ESG-CV funds.
 - k. Property Records - Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of property on hand at the end of the fiscal year.
2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD and/or any of their authorized representatives.
 3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials and others who may be authorized to examine such records.



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 BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT WITH THE SALVATION ARMY, INC. GRANTING AN EMERGENCY SOLUTIONS GRANT - CORONAVIRUS (“ESG-CV”) FUNDING IN THE AMOUNT OF \$30,528.28 FOR THE PROVISION OF EMERGENCY SHELTER SERVICES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Emergency Solutions Grant Coronavirus (“ESG-CV”) program is administered by the Economic Community Development Department of the Macon-Bibb County Government and funded by an Emergency Solutions Grant applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, The Salvation Army has applied for ESG-CV funding, in the amount of \$30,528.28, from the Macon-Bibb County Economic and Community Development Department; and

WHEREAS, the Salvation Army, Inc. plans to utilize ESG-CV funds to provide clients, who have been impacted by the COVID-19 pandemic, with access to case management services, emergency shelter services, and meals; and

WHEREAS, the Macon-Bibb County Economic and Community Development Department has determined this to be eligible ESG-CV activity and has selected The Salvation Army, Inc. for award of these ESG funds; 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 Mayor is authorized to execute an agreement between Macon-Bibb County and The Salvation Army, Inc. for the County to provide ESG-CV funding in the amount of THIRTY THOUSAND FIVE HUNDRED TWENTY-EIGHT DOLLARS AND 28/100 CENTS (\$30,528.28) to The Salvation Army, Inc. to provide clients who have been impacted by the COVID-19 pandemic with access to case management services, emergency shelter services, and meals, in substantially the same form as Exhibit A, attached hereto and incorporated herein by reference.

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

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

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

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

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

is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

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

APPROVED AND ADOPTED this ____ day of _____, 2024.

By: _____
LESTER M. MILLER, Mayor

Attest: _____
JANICE S. ROSS, Clerk of Commission

(SEAL)

Q:\RES MACON-BIBB\2024 Miller Agreement With The Salvation Army Inc. For ESG-CV Funds Emergency Shelter Services 30,528.28.Docx

EXHIBIT A

AGREEMENT BETWEEN
MACON-BIBB COUNTY GOVERNMENT
ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

AND

THE SALVATION ARMY, INC.
EMERGENCY SHELTER
1955 Broadway
Macon, Georgia 31206
Phone 678-896-3402

PROVIDING FOR
EMERGENCY SOLUTIONS GRANT CORONAVIRUS PROJECTS

This Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("M-BCG"), a political subdivision of the State of Georgia, and **The Salvation Army, a Georgia Corporation** ("Sub-grantee"). This Agreement shall be in effect on the date it is fully executed by both Parties.

The Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020, Public Law 116-136, is a law meant to address the economic fallout of the 2020 coronavirus pandemic (COVID-19) in the United States. The US Department of Housing and Urban Development (HUD) has announced the allocation of funding for Emergency Solutions Grants Coronavirus (ESG-CV) grantees based on the fiscal year 2020 grant formula for Macon-Bibb County. These special funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homeless prevention activities to mitigate the impacts of COVID-19.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Macon-Bibb County Emergency Solutions Grant Coronavirus (ESG-CV) Program or "Program"

The term "Macon-Bibb County Emergency Solutions Grant Coronavirus (ESG-CV) Program," or "Program" shall mean that program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by the Emergency Solutions Grant Coronavirus Program applied for by the M-BCG and awarded by HUD as authorized pursuant to Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department

The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

Grantee

The term "Grantee" shall mean the M-BCG as Grantee of an Emergency Solutions Grant Coronavirus awarded by HUD.

HUD

The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Project

The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

Low- and Moderate-Income Household

The term "Low- and Moderate-Income Household" shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person

The term "Low- and Moderate-Income Person" shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Household

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

Duplicated Count

A duplicated count is comprised of several units of service or services provided to one participant.

Unduplicated Count

An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

At Risk of Homelessness (24 CFR 576.2)

An individual or family who:

- (1) Has an annual income below 50 percent of median family income for the area, as determined by HUD(CV cases only);
- (2) Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another placed described in paragraph 1 of this section.
- (3) Meets one of the following conditions:
 - Has moved 2 or more times due to economic reasons during 60 preceding application for homelessness prevention assistance
 - Is living in the home of another because of economic hardship
 - Has been notified that right to occupy current housing will be terminated within 21 days

- Lives in a hotel or motel and the costs is not paid by charitable organizations for low income individuals
 - Lives in a single room occupancy or efficiency apartment unit in where there resides more than 2 persons or lives in a larger housing unit in which more than 1.5 persons reside per room.
 - Is exiting a publicly funded institution of system of care
 - Lives in housing that has characteristics associated with instability and increased risk of homelessness
- (4) A child or youth who does not qualify as “homeless” under this section, but qualifies under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3), etc.
- (5) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725(2) of the McKinney Vento Homeless Assistance Act (42 U.S.C. 11434a(2), and the parent(s) or guardian(s) of that child or youth if living with her or him.

Homeless

- (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence
- (2) An individual or family who will imminently lose their primary nighttime residence, see provisions in (576.2)
- (3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition
- (4) Any individual or family who is fleeing or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or family member making them afraid to return to their primary nighttime residence.

ARTICLE II **PREAMBLE**

In order to establish the background, context, and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974 P.L. 93-383 (hereinafter the “Act”) consolidated several existing program for community development into a single program of Emergency Solutions Grant Coronavirus (herein after “ESG-CV”) for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon-Bibb through citizen participation workshops, the Mayor, and The M-BCG Commission determined the need and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 576 certain projects were included in the M-BCG’s ESG-CV submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan addressed four* of the following ESG-CV program components:

- a) Street Outreach*
- b) Emergency Shelter*

- c) Homelessness Prevention*
- d) Rapid Re-housing*
- e) Homeless Management Information System (HMIS)

M-BCG has determined that ESG-CV assistance can be provided to the following program components: Street Outreach, Emergency Shelter, Homelessness Prevention, or Rapid Re-housing components.

Under the Rules and Regulations of HUD, the M-BCG is administrator for the Program, and is mandated to comply with various statutes, rules and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain the assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

ARTICLE III

UNIFORM GUIDANCE INFORMATION

Macon-Bibb County will use the following information to provide a reference to the PY20 (July 1, 2020 thru June 30, 2021) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provide certain elements be included in contracts for recipients of federal grant awards acting as pass through entities.

Federal Award:

Emergency Solutions Grant Coronavirus

Subrecipient Name:

The Salvation Army, A Georgia Corporation

Agency Unique Entity Identification (UEI):

PM64HJH9LB43

Federal Award Identification Number:

E-20-MW-13-0005

Federal Award Date:

September 1, 2020

Subaward period of performance start and end date:

October 1, 2023, thru June 30, 2024

Federal Funds Obligated:

\$30,528.28

Project Description:

Emergency Solutions Grant- Emergency Shelter

Federal Awarding Agency/Pass-Through Entity:

Housing and Urban Development (Federal)

Macon-Bibb County, Economic and Community Development Department (Pass through entity)

688 Walnut Street, Suite 101

Macon, GA 31217

CFDA Name and Number:

Emergency Solutions Grants; 14.231

Research and Development:

No

Provision:

OMB OMNI Circular Subpart E-Cost principles provides for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. Facilities” is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. “Administration” is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of “Facilities”.

Pursuant to HUD regulations, Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

**ARTICLE IV
PROJECT**

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **THIRTY THOUSAND, FIVE HUNDRED TWENTY-EIGHT DOLLARS TWENTY-EIGHT CENTS (\$30,528.28)** hereinafter the "Grant") to implement the following project (s): **“The Salvation Army, A Georgia Corporation” ESG-CV program.** This program provides emergency shelter services to clients that have been impacted by COVID-19 and are in need of shelter. This program will provide clients with access to case management services, emergency shelter services, as well as meals. Said project(s) are more fully set forth in Exhibit “A” attached hereto and made a part hereof.

**ARTICLE V
NOTICES**

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County Consolidated Government
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street
Macon, Georgia 31201

With copy to: Economic and Community Development Department

Attention: Wanzina Jackson, Director
688 Walnut Street, Suite 101
Macon, Georgia 31201
Phone: 478-751-7190
Facsimile: 478-910-2347

If to Sub-grantee: The Salvation Army, A Georgia Corporation
Attention: Sergeant Austin Sturdivant, Corps Administrator
1955 Broadway
Macon, Georgia 31206
Phone: 478-746-8572
Cell: 478-283-9361

ARTICLE VI

GENERAL CONDITIONS

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 576 (the U.S. Housing and Urban Development regulations concerning Emergency Solutions Grants Coronavirus (ESG-CV)) except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

C. Hold Harmless

The Sub-grantee shall hold harmless, defend and indemnify the M-BCG from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or 2 CFR Part 200.325 and 2 CFR Part 200, Subpart D, Bonding and Insurance.

F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall insure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line-item changes to the Sub-grantee's budget as long as such changes do not increase in the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- (a). Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time.
- (b). Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement.
- (c). Ineffective or improper use of funds provided under this Agreement; or
- (d). Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

ARTICLE VII

ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 2 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-grantee shall administer its program in conformance with OMB 2 CFR Part 200(Subpart E), "Cost -Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

- (a). Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.
- (b). Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflects all expenditures of Grant funds provided by the M-BCG under this Agreement.
- (c). All Grant funds disbursed through an Emergency Solutions Grant Coronavirus shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another ESG-CV eligible project, the Sub-grantee shall be in default. In the

event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 and 578.103 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (a). Records providing a full description of each activity undertaken.
- (b). Records demonstrating that each activity undertaken meets the components of the ESG-CV program.
- (c). Records required to determine the eligibility of activities.
- (d). Records documenting compliance with the homeless definition of the ESG-CV program.
- (e). Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F: and
- (f). Other records necessary to document compliance with 24 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service

and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over ESG-CV funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another ESG-CV eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current The M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F-Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with ESG-CV funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use each income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

1. In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

(a). Sub-grantee shall submit monthly reports for the Project in the form attached hereto as

Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.

(b). The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.

(c). Timesheets shall be submitted as backup documentation for salary reimbursement.

(d). Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts or other documentation evidencing funds expended by Sub-grantee.

(e). The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.

2. Upon receiving the invoices, reports and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State, and local laws and regulations.

3. The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.

4. The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the format and content provided as required by the M-BCG by the 10th of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy through-out the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with current M-BCG policy concerning the purchase of

equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

(a). All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b). Sub-grantee shall make positive efforts to utilize small business and minority owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 507.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any ESG-CV funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:

- (a). Transferred to the M-BCG for the ESG-CV program, or
- (b). Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII

PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

(a). The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b). In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's

specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a). Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b). Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c). Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d). Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e). Employee Verification

(1). Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2). Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200.317-318 and 576.404, which include (but are not limited to) the following:

- (a). The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- (b). No employee, officer or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- (c). No covered persons who exercise or have exercised any functions or responsibilities with respect to ESG-CV-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ESG-CV-assisted activity, or with respect to the proceeds from the ESG-CV-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

5. Lobbying

The Sub-grantee hereby certifies that:

- (a). No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (b). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c). It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

ARTICLE IX SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

(Signatures on following page)

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

MACON-BIBB COUNTY

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

Lester M. Miller, Mayor

Date

ATTEST:

ECONOMIC AND COMMUNITY
DEVELOPMENT DEPARTMENT

Witness

Wanzina Jackson, Manager

Date

ATTEST:

The Salvation Army, A Georgia Corp.

Witness

Salvation Army Representative

Date

Title (Position)

EXHIBIT "A"

SCOPE OF SERVICES AND TIMETABLE

The Sub-grantee will be responsible for administering the Emergency Solutions Grant Coronavirus (ESG-CV)- (**TSA EMERGENCY SHELTER**) in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. *These special funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homeless prevention activities to mitigate the impacts of COVID-19.* Such program will include the following activities eligible under the Emergency Solutions Grant Coronavirus program:

I. SCOPE OF SERVICES

A. Activity

DESCRIPTION OF ACTIVITY

The Salvation Army (TSA) Macon immediately expanded our programs/services for those impacted by COVID-19. Some continue to need shelter through our Emergency Shelter due to the pandemic; others may need financial assistance through our emergency rental and eviction protection services to prevent homelessness. Our goal is to prevent displacement of individuals and families and to provide emergency shelter for the unsheltered population. Our services in response to COVID-19 continue to increase due to the pandemic. The Salvation Army anticipates that there may be more who would become homeless or be at-risk of homelessness as a result of the economic situation caused by COVID-19.

Program Delivery

TSA has gone to 24-hour sheltering to provide all of our homeless clients a way to shelter in place. This has caused the need for more supplies and food to serve the increased client needs. We are serving 3 meals a day to those in the shelters plus additional snacks. Additionally, grab and go meals are provided to others who are not being sheltered.

Prior to COVID-19, participants were asked to leave the emergency shelter by 8:00 a.m. and could return at 4:00 p.m. unless they have an appointment with their Case Worker. During COVID-19, this requirement has been removed to allow participants to shelter in place 24/7. Case management is a critical service as well as support groups, computer access and other meetings. We have implemented some temporary agency changes that enable staff to continue to provide the services of shelter, therapy, and case management to care for our existing and new clients. Extra cleaning protocols, PPE equipment for all staff and clients, sneeze guards, and other CDC recommendations have been implemented. These protocols are also a financial burden on the organization but are necessary requirements.

TSA has an Infectious Disease Shelter Emergency Plan. The shelter has established a room to quarantine individuals with COVID-19 symptoms. We also work with Mercer University School of Medicine, CDC, and the Georgia Department of Health for testing of clients utilizing our services.

Clients will be assessed through the Coordinated Entry System (CES) to determine eligibility for services. Potential clients will be reached through the CES, street outreach, and referrals from other agencies.

Use of Homeless Management Information System (HMIS) and Coordinated Entry (CE)

TSA Emergency Shelter will utilize Clienttrack HMIS System to record all data and participate in all Coordinated Entry activities.

- (1) The Salvation Army requires that all employees go through training regarding the areas in which they are involved. All employees are required to complete a class on Safe from Harm which includes confidentiality. Clienttrack also has HMIS training monthly, and users must complete the confidentiality agreement.
- (2) Clients requesting assistance with homeless prevention call in once a week to get an appointment with case manager and are given a list of items needed in which to meet the financial threshold of the program. If client does not meet the financial threshold requirements of the ESG-CV program, then they will be offered the Salvation Army Project Share program to receive assistance.
- (3) Assistance is then recorded in HMIS, and the case is discharged from the program.
- (4) Agencies will be able to look up clients in HMIS by name, social security number, or identifiable ID to find access to funding provided by other agencies; this will keep duplications to a minimum.

IMPLEMENTATION PLANS

General Administration

All clients will be screened upon entry into the shelter to assess if they have been affected by COVID-19. Emergency Shelter will address the needs of those who are homeless and find they have nowhere to stay in the wake of this global pandemic. The Emergency Shelter provides shelter to single men and women, families, and veterans. Emergency Shelter staff will be responsible for the intake and assessment of clients into our emergency shelter. They will provide case management with the development of individual service plans (ISPs) and goals to help clients return to a stable point with an emphasis of getting them into permanent housing using the Housing First model. Supportive services offered include 3 meals each day, mail, and messaging services, toiletries and linens, case management, TB testing, COVID-19 testing (with our partner organizations), SNAP application assistance, computer access for job search, housing search, educational classes, social events, support groups and spirituals meetings. The Case Workers will include in the initial intake, a screening to determine who has been affected by COVID-19 when clients enter the shelter. This project will employ one full-time staff and eight part-time

staff, as well as data entry clerk who will be responsible for ensuring all data is entered into the HMIS system.

Policies and Procedures

Termination Plans

All clients will receive a service plan to assist them in their journey to self-sufficiency. Clients will meet with their case worker on a regular basis to continually assess their needs.

Discharge Procedures for the Emergency Shelter

Policy: No discrimination against any participant on any basis not related to legitimate program requirements.

- (1) Length of stay may vary depending on each client's unique circumstances and may be extended beyond 30 days. The goal for each client should be discharged to permanent housing and/or other appropriate setting within 30-60 days.
- (2) Clients should be assisted in the development of a discharge plan at their intake meeting with case worker. This should be documented in their case notes. All clients should be provided with the most appropriate housing resources and referrals as part of the initial discharge plan.
- (3) Every effort should be made to discharge client to somewhere other than the street. Case notes should document that staff have worked with the client and provided all assistance possible to help the client avoid unsuccessful discharge.
- (4) Clients may be discharged early due to the following:
 - a) Entrance into another program
 - b) Voluntary client requested discharge.
 - c) Consistent failure to follow program rules.
 - d) Use or possession of drugs/alcohol or drug paraphernalia on program or possession of firearm.
 - e) Terroristic threats
- (5) All clients should be asked for their destination as they are discharged from the program.
- (6) All discharges regardless of reason will be documented in the HMIS within 48 hours and no longer than 1 week after discharge.
- (7) Clients have a right to appeal their discharge via the Grievance procedure. The Corps Officer retains the right to make a final determination regarding a client discharge or reinstatement into the program.

Description of Relevant Personnel/Administrative Processes

Lakeisah Hodges, Shelter Case Worker, will be involved in the administration of the ESG-CV grant. The Shelter Manager will be responsible for identifying clients that have been affected by COVID-19 and working with them to ensure they return to stability, i.e., case plans, referrals, etc. Shelter monitors will also be involved to oversee the intake and well-being of the clients while in the shelter. Connie Plunkett will serve as data entry clerk and

record all COVID-19 related emergency shelter data.

B. Program Components

The Sub-grantee certifies that the activity carried out under this Agreement will meet one of the following Emergency Solutions Grant program components: Street Outreach, Emergency Shelter, Homelessness Prevention, or Rapid Re-housing components.

C. Levels of Accomplishment - Goals and Performance Measures

The Sub-grantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
1.Case Management	20 Individuals	Oct. 1, 2023-June 30, 2024	The Case Manager will meet with client to develop an individual service plan. 100% of clients will develop an ISP that do not relocate within 72 hours.
2. Shelter Services-Streamlined Benefit Services	20 Individuals	Oct. 1, 2023-June 30, 2024	65% of clients will apply for mainstream benefits while in the shelter
3.Employment-Case Management	20 Individuals	Oct. 1, 2023-June 30, 2024	45% of clients will obtain employment within 90 days of entering the shelter
4.Housing Case Management	20 Individuals	Oct. 1, 2023-June 30, 2024	25% of clients will obtain permanent housing.

SUB-GRANTEE is also responsible for submitting to M-BCG: monthly progress reports, time sheets, Participant eligibility forms, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained up to four (4) years after the contract expires.

D. Performance Monitoring

The Sub-grantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Sub-grantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Sub-grantee's compliance with the terms and conditions of this Agreement, and comparing the Sub-grantee's projected Project schedule, budget, and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Sub-grantee shall furnish the Department, the M-BCG, or its designee copies of such records and information as the Department or the

M-BCG deems necessary. In addition, the Sub-grantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement and shall prepare such other reports as may be required by the Department, the M-BCG and/or HUD. **All monthly reports shall be submitted to the Department no later than the 10th of the following month.**

The M-BCG will monitor the performance of the Sub-grantee against goals and performance standards as stated above. Substandard performance as determined by the M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-grantee within a reasonable period of time after being notified by the M-BCG, contract suspension or termination procedures will be initiated.

E. The Macon-Bibb County Government's Recognition

The Sub-grantee shall insure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

Services of the Sub-grantee shall start on **October 1, 2023, and end on June 30, 2024.** The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-grantee remains in control of ESG-CV funds or other ESG-CV assets, including program income.

III. BUDGET

<u>Line-Item</u>	<u>Amount</u>
Food/Food Supplies	\$ 22,077.00
Supplies for Shelter (Clorox, Filters, gloves, etc.)	3,000.00
Industrial Washers and Dryers Electrical, etc.	1,984.28
Plumbing Work for Touchless Water Fountains	3,467.00
TOTAL	\$ 30,528.28

Any amendments to the budget must be in writing and approved by both the M-BCG and the sub-grantee. Any changes to the contract will be communicated in writing by the grantee to the sub-grantee after approval and prior to implementation.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$30,528.28**. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 24 CFR 84.21.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

EXHIBIT "B" PROGRAM REQUIREMENTS

Sub-grantee shall operate this project funded through the M-BCG's Emergency Solutions Grant Coronavirus Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:
 - a. Voucher System - All supporting documentation, such as purchase order, invoices, receiving reports, and requisitions.
 - b. Books of Original Entry - Cash receipts and disbursements journal, general ledger.
 - c. Chart of Accounts - Listing of accounts must be maintained in the accounting system.
 - d. Personnel Records - Separate personnel file shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
 - e. Attendance Record - Attendance records shall be maintained for all personnel paid with ESG-CV funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.
 - f. Payroll Records - Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payment of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.
 - g. Checking Accounts - Monthly bank reconciliation shall be conducted by Sub-grantee. All

checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, cancelled checks, and deposit slips must be readily available for audit purposes.

h. Petty Cash - Sub-grantee is encouraged to use an imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any ESG-CV funds are used as petty cash.

i. Purchasing Practices - HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.

j. Inventories - Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with ESG-CV funds.

k. Property Records - Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials and others who may be authorized to examine such records.



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 BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT WITH THE SALVATION ARMY, INC. GRANTING TO THE SALVATION ARMY EMERGENCY SOLUTIONS GRANT (“ESG”) FUNDING IN THE AMOUNT OF \$57,535.05 FOR THE PROVISION OF EMERGENCY SHELTER SERVICES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Emergency Solutions Grant (“ESG”) program is administered by the Economic Community Development Department of the Macon-Bibb County Government and funded by an Emergency Solutions Grant applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, The Salvation Army has applied for ESG funding, in the amount of \$57,535.05, from the Macon-Bibb County Economic and Community Development Department; and

WHEREAS, the Salvation Army, Inc. plans to utilize ESG funds to provide emergency shelter for the unsheltered population and prevent displacement of individuals and families; and

WHEREAS, the Macon-Bibb County Economic and Community Development Department has determined this to be eligible ESG activity and has selected The Salvation Army, Inc. for award of these ESG funds; 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 Mayor is authorized to execute an agreement between Macon-Bibb County and The Salvation Army, Inc. for the County to provide

ESG funding in the amount of FIFTY-SEVEN THOUSAND FIVE HUNDRED THIRTY-FIVE DOLLARS AND 05/100 CENTS (\$57,535.05) to The Salvation Army, Inc. to provide emergency shelter for the unsheltered population and prevent displacement of individuals and families in substantially the same form as Exhibit A, attached hereto and incorporated herein by reference.

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

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

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

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

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

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

APPROVED AND ADOPTED this ____ day of _____, 2024.

By: _____

LESTER M. MILLER, Mayor

Attest: _____

(SEAL)

JANICE S. ROSS, Clerk of Commission

Q:\RES MACON-BIBB\2024 Miller Agreement With The Salvation Army Inc. For ESG Funds Emergency Shelter
Services 57,535.05.Docx

EXHIBIT A

AGREEMENT
BETWEEN
MACON-BIBB COUNTY GOVERNMENT
ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT
AND
THE SALVATION ARMY, INC
Emergency Shelter
1955 Broadway
Macon, GA 31206
678-896-3402
PROVIDING FOR
EMERGENCY SOLUTIONS GRANT

This Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("M-BCG") a political subdivision of the State of Georgia, and **The Salvation Army, Inc** ("Sub-grantee"). This Agreement shall be in effect on the date it is fully executed by both Parties.

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Macon-Bibb County Emergency Solutions Grant (ESG) Program or "Program"

The term "Macon-Bibb County Emergency Solutions Grant (ESG) Program," or "Program" shall mean that the program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by an Emergency Solutions Grant applied for by the M-BCG and awarded by HUD as authorized pursuant to Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department

The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

Grantee

The term "Grantee" shall mean the M-BCG as Grantee of an Emergency Solutions Grant awarded by HUD.

HUD

The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Project

The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

Low- and Moderate-Income Household

The term "Low- and Moderate-Income Household" shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person

The term "Low- and Moderate-Income Person" shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Household

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

Duplicated Count

A duplicated count is comprised of several units of service or services provided to one participant.

Unduplicated Count

An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

At Risk of Homelessness (24 CFR 576.2)

An individual or family who:

- (1) Has an annual income below 30 percent of median family income for the area, as determined by HUD;
- (2) Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another placed described in paragraph 1 of this section.
- (3) Meets one of the following conditions:
 - Has moved 2 or more times due to economic reasons during 60 preceding application for homelessness prevention assistance
 - Is living in the home of another because of economic hardship
 - Has been notified that right to occupy current housing will be terminated within 21 days
 - Lives in a hotel or motel and the costs is not paid by charitable organizations for low-income individuals
 - Lives in a single room occupancy or efficiency apartment unit in where there resides more than 2 persons or lives in a larger housing unit in which more than 1.5 persons reside per room.
 - Is exiting a publicly funded institution of system of care
 - Lives in housing that has characteristics associated with instability and increased risk of homelessness
- (4) A child or youth who does not qualify as "homeless" under this section, but qualifies under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3), etc.
- (5) A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 725(2) of the McKinney Vento Homeless Assistance Act (42 U.S.C. 11434a(2), and the parent(s) or guardian(s) of that child or youth if living with her or him.

Homeless

- (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence
- (2) An individual or family who will imminently lose their primary nighttime residence, see provisions in (576.2)
- (3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition
- (4) Any individual or family who is fleeing or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or family member making them afraid to return to their primary nighttime residence.

ARTICLE II
PREAMBLE

In order to establish the background, context, and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974 P.L. 93-383 (hereinafter the “Act”) consolidated several existing programs for community development into a single program of Emergency Solutions Grant (herein after “ESG”) for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon-Bibb through citizen participation workshops, the Mayor, and the M-BCG Commission determined the need and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 576 certain projects were included in the M-BCG’s ESG submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan addressed four* of the following ESG program components:

- a) Street Outreach
- b) Emergency Shelter
- c) Homelessness Prevention
- d) Rapid Re-housing
- e) Homeless Management Information System (HMIS)

M-BCG has determined that ESG assistance can be provided for Homelessness Prevention, Street Outreach, Emergency Shelter and/or Rapid Re-housing components.

Under the Rules and Regulations of HUD, the M-BCG is the administrator for the Program and is mandated to comply with various statutes, rules, and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and

regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

ARTICLE III **UNIFORM GUIDANCE INFORMATION**

Macon-Bibb County will use the following information to provide a reference to the PY23 (July 1, 2023, thru June 30, 2024) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provides certain elements to be included in contracts for recipients of federal grant awards acting as pass-through entities.

Federal Award:

Emergency Solutions Grant

Subrecipient Name:

The Salvation Army, Inc.

Agency Unique Entity Identification (UEI):

PM64HJH9LB43

Federal Award Identification Number:

E-22-MC-13-0005/E-23-MC-13-0005

Federal Award Date:

September 23, 2022/August 17, 2023

Subaward period of performance start and end date:

October 1, 2023, thru September 23, 2024

Federal Funds Obligated:

\$57,535.05

Project Description:

To provide emergency shelter for the unsheltered population and prevent displacement of individuals and families.

Federal Awarding Agency/Pass-Through Entity:

Housing and Urban Development (Federal)

Macon-Bibb County, Economic and Community Development Department (Pass through entity)

688 Walnut Street, Suite 101

Macon, GA 31217

CFDA Name and Number:

Emergency Solutions Grants; 14.231

Research and Development:

No

Provision:

OMB OMNI Circular Subpart E-Cost principles provides for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities".

Pursuant to HUD regulations, Macon-Bibb County Government recognizes an approved Federal Government, or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

ARTICLE IV **PROJECT**

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **FIFTY-SEVEN THOUSAND FIVE HUNDRED AND THIRTY-FIVE DOLLARS AND FIVE CENTS (\$57,535.05)** (hereinafter the "Grant") to implement the following project (s): “**The Salvation Army, Inc “Emergency Shelter” ESG PY 2023 program.** The Salvation Army, Inc will provide emergency shelter for the unsheltered population and prevent displacement of individuals and families.

ARTICLE V **NOTICES**

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County Consolidated Government
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street
Macon, Georgia 31201

With copy to: Economic and Community Development Department
Attention: Wanzina Jackson, Director
688 Walnut Street, Suite 101
Macon, Georgia 31201
Phone: 478-751-7190
Facsimile: 478-751-7390

If to Sub-grantee: The Salvation Army, A Georgia Corporation
Attention: Sergeant Austin Sturdivant, Corps Administrator
1955 Broadway
Macon, GA 31206
Office: 478-746-8572
Cell: 478-283-9361

ARTICLE VI

GENERAL CONDITIONS

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 576 (the U.S. Housing and Urban Development regulations concerning Emergency Solutions Grants (ESG)) except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

C. Hold Harmless

The Sub-grantee shall hold harmless, defend, and indemnify the M-BCG from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or 2 CFR Part 200.325 and 2 CFR Part 200, Subpart D, Bonding and Insurance.

F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall insure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line-item changes to the Sub-grantee's budget as long as such changes do not increase in the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- (a). Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- (b). Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;
- (c). Ineffective or improper use of funds provided under this Agreement; or
- (d). Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish

the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

ARTICLE VII

ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 2 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-grantee shall administer its program in conformance with OMB 2 CFR Part 200(Subpart E), "Cost-Principles Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a). Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b). Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflect all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c). All Grant funds disbursed through an Emergency Solutions Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event, the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another ESG eligible project, the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 and 578.103 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (a). Records providing a full description of each activity undertaken;
- (b). Records demonstrating that each activity undertaken meets the components of the ESG program;

- (c). Records required to determine the eligibility of activities;
- (d). Records documenting compliance with the homeless definition of the ESG program;
- (e). Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and
- (f). Other records necessary to document compliance with 24 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over ESG funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another ESG-eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F-Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Sub-grantee shall report “monthly” all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with ESG funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use each income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

1. In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

(a). Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit “C, part II,” detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit “B” and shall submit such forms with its monthly progress report.

(b). The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit “D” detailing the amount of funds expended.

(c). Time sheets shall be submitted as backup documentation for salary reimbursement.

(d). Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts or other documentation evidencing funds expended by Sub-grantee.

(e). The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.

2. Upon receiving the invoices, reports, and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State, and local laws and regulations.

3. The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.

4. The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the format and content provided as required by the M-BCG by the 10th of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy throughout the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with the current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

(a). All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b). Sub-grantee shall make positive efforts to utilize small business and minority-owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues, and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article X hereof shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 507.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any ESG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:
 - (a). Transferred to the M-BCG for the ESG program, or
 - (b). Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII **PERSONNEL & PARTICIPANT CONDITIONS**

A. Civil Rights

1. Compliance

(a). The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b). In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban

Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such a program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a). Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b). Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c). Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d). Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts left in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable

procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e). Employee Verification

(1). Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2). Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200.317-318 and 576.404, which include (but are not limited to) the following:

(a). The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

(b). No employee, officer, or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c). No covered persons who exercise or have exercised any functions or responsibilities with respect to ESG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the ESG-assisted activity, or with respect to the proceeds from the ESG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

5. Lobbying

The Sub-grantee hereby certifies that:

(a). No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c). It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

ARTICLE IX
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI
WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

Signatures on following page)

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST: MACON-BIBB COUNTY

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

Lester M. Miller, Mayor

Date

ATTEST: ECONOMIC AND COMMUNITY
DEVELOPMENT DEPARTMENT

Witness

Wanzina Jackson, Director

Date

ATTEST: SALVATION ARMY, A Georgia Corporation

Witness

Salvation Army Representative

Date

Title

EXHIBIT "A"**SCOPE OF SERVICES AND TIMETABLE**

The Sub-grantee will be responsible for administering the Emergency Solutions Grant – **The Salvation Army “Emergency Shelter” ESG PY2023 Program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Emergency Solutions Grant program:

I. SCOPE OF SERVICES**A. Activity****DESCRIPTION OF ACTIVITY-**

The ESG grant was utilized for the operations of the Emergency shelter. The shelter addressed the needs of those who were homeless i.e., families, and veterans. The individuals received case management with the development of Individual Service Plans (ISP's) and goals to aid individuals return to a stable point with an emphasis on getting them into permanent housing using the Housing First model. The individuals also received 3 meals each day, 2 snacks, mail and messaging services, toiletries and linens, case management, SNAP application assistance, computer access for job search, housing search, educational classes, social events, support groups, and spiritual meetings while being sheltered.

IMPLEMENTATION PLANS-

The Emergency Shelter provides shelter to families and veterans. The staff will complete an intake, enter clients into HMIS, and process clients into our emergency shelter. The case manager will provide case management with the development of individual service plans (ISPs) to include goals and objectives. The ISP will aid the clients to return to a state of stability/normality. The Salvation Army will utilize the Housing First model. The clients will receive supportive services as listed above. In addition to the supportive services, educational classes, social events, and support groups will be offered. This project will employ two full-time staff and eight part-time staff, as well as a data entry clerk who will be responsible for ensuring all data is entered into the HMIS system.

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES

Six full-time staff and thirteen part-time staff will implement the services. The shelter monitor staff will complete the intake of the clients. The case managers will provide case management, development, and implementation of the individual service plan (ISP), and goals. Case management will also assist the clients in obtaining permanent housing.

B. National Objectives

The Subgrantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.

B. Levels of Accomplishment - Goals and Performance Measures

The Salvation Army will serve single men, women and families with children experiencing homelessness. We will accept self-referrals and referrals from human service agencies for

those unsheltered. Our goal is to maintain and secure staffing to continue helping those

who are experiencing homelessness as defined by HUD. The objective is the clients will receive case management in multiple areas to assist them with successfully completing the program. The expected outcome of The Salvation Army, due to the multitude of services provided to the clients in the shelter, is for clients to receive permanent housing.

The Subgrantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
1) Case Management	7 Individuals	October 1, 2023-September 23, 2024	The case Manager will meet with the client to develop an individual service plan. 100% of clients will develop an ISP that does not relocate within 72 hours.
2) Shelter Services-Streamlined Benefit Services	7 Individuals	October 1, 2023-September 23, 2024	65% of clients will apply for mainstream benefits while in the shelter.
3) Employment-Case Manager	7 Individuals	October 1, 2023-September 23, 2024	45% of clients will obtain employment within 90 days of entering the shelter.
4) Housing Case Management	7 Individuals	October 1, 2023-September 23, 2024	25% of clients will obtain permanent housing.
Total Proposed Number Served			80 individuals served

SUBGRANTEE is also responsible for submitting to M-BCG, monthly progress reports, timesheets, participant eligibility forms, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained for up to four (4) years after the contract expires.

D. Performance Monitoring

The Subgrantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Subgrantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Subgrantee's compliance with the terms and conditions of this Agreement and comparing the Subgrantee's projected Project schedule, budget, and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Subgrantee shall furnish the Department, M-BCG, or its designee copies of such records and information as the Department or M-BCG deems necessary. In addition, the Subgrantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement, and shall prepare such other reports as may be required by the Department,

M-BCG and/or HUD. **All monthly reports shall be submitted to the Department no later than the 10th of the following month.**

M-BCG will monitor the performance of the Subgrantee against goals and performance standards as stated above. Substandard performance as determined by M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the

Subgrantee within a reasonable period of time after being notified by M-BCG, contract suspension or termination procedures will be initiated.

E. Macon-Bibb County Recognition

The Subgrantee shall ensure recognition of the role of M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as funding sources. In addition, the Subgrantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

Services of the Subgrantee shall start on **October 1, 2023, and end on September 23, 2024**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subgrantee remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Case Manager Salary (\$17.50/hr)	\$20,635.05
Maintenance	\$ 8,500.00
Insurance	\$ 4,000.00
Utilities	\$ 1,400.00
Food	\$20,000.00
Supplies	\$ 3,000.00
TOTAL	\$57,535.05

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$57,535.05**. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least four (4) years after the Contract expires.

EXHIBIT "B"

PROGRAM REQUIREMENTS

Sub-grantee shall operate this project funded through the M-BCG's Emergency Solutions Grant Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:
 - a. Voucher System - All supporting documentation, such as purchase orders, invoices, receiving reports, and requisitions.
 - b. Books of Original Entry - Cash receipts and disbursements journal, general ledger.
 - c. Chart of Accounts - Listing of accounts must be maintained in the accounting system.
 - d. Personnel Records - Separate personnel files shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
 - e. Attendance Record - Attendance records shall be maintained for all personnel paid with ESG funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.
 - f. Payroll Records - Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payments of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.
 - g. Checking Accounts - Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.
 - h. Petty Cash - Sub-grantee is encouraged to use an imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any ESG funds are used as petty cash.
 - i. Purchasing Practices - HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.
 - j. Inventories - Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with ESG funds.

- k. Property Records - Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of the property on hand at the end of the fiscal year.
2. All project's accounting records and supporting documents shall be maintained for a period of at least four (4) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD, and/or any of their authorized representatives.
3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials, and others who may be authorized to examine such records.



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 BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE PROFESSIONAL SERVICES AGREEMENTS WITH STEPHANIE THORNTON WARD AND THE MARTIN LAW FIRM FOR THE PROVISION OF PARENT AND CHILD ATTORNEY SERVICES FOR THE MACON JUDICIAL CIRCUIT ACCOUNTABILITY COURT PROGRAMS, TO BE PAID FROM THE GENERAL FUND – JUVENILE COURT – PROFESSIONAL SERVICES – FTC CONTRACT ATTORNEYS LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Accountability Court Program requires the hiring of attorneys to represent parents and children in Family Treatment Court proceedings; and

WHEREAS, the Director of the Accountability Courts has selected Stephanie Ward and The Martin Law Firm, LLC to perform these services for a fixed monthly rate of \$2,250.00 for a contract term of 18 months; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Mayor is authorized to execute professional services agreements with Stephanie Ward and The Martin Law Firm, LLC, in a monthly amount of TWO THOUSAND TWO HUNDRED FIFTY DOLLARS (\$2,250.00) over the term of the agreement, for the provision parent and child attorney services for the Macon Judicial Circuit Accountability Court Programs, to be paid from the General Fund, Juvenile Court, Professional Services, FTC contract attorneys line item, in substantially the same form as Exhibit A, attached hereto and incorporated herein by reference.

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

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

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

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

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

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

APPROVED AND ADOPTED this ____ day of _____, 2024.

By: _____
LESTER M. MILLER, Mayor

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

EXHIBIT A

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND STEPHANIE THORNTON WARD**

This Professional Services Agreement ("Agreement") is made and entered into this _____ day of _____, 2024 by and between Macon-Bibb County, Georgia ("County") and Stephanie Thornton Ward ("Contractor"), collectively the "Parties."

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

1. Scope of Services

Contractor shall perform services for the Superior Court of Macon-Bibb County Accountability Courts (the "Program") as described in Exhibit A - Scope of Work ("Exhibit A"), attached hereto and incorporated by reference. Contractor shall provide the Accountability Court Director ("Director") with a copy of Contractor's current license and certifications upon request. Contractor shall cooperate with the Director, Court officials, staff, and all other members of the Program team while providing services under this Agreement. All services will be performed in accordance with federal, state, and local laws. Contractor will maintain current certifications, licenses, and permits as required for services provided to the County. Any changes to the scope of service shall be made in writing and mutually agreed upon by both parties. Contractor is not obligated to perform services beyond what is contemplated by this Agreement.

2. Compensation

Contractor shall receive from County TWO THOUSAND TWO HUNDRED FIFTY DOLLARS AND 00/100 CENTS (\$2,250.00) for work performed under the terms of this Agreement. Contractor acknowledges and agrees that compensation is dependent upon the amount of available funds in the operating budget of the Family Treatment Court within the overall Program and that under no circumstances will Contractor receive compensation should the balance of the operating budget not support such compensation. Contractor further acknowledges and agrees that grant funds will be monitored by the Director and funds paid pursuant to this Agreement cannot exceed the total amount awarded for all contractors participating in the grant program. Invoices will be paid in the order in which they are received so long as funds remain available for the applicable program. Payment of all amounts due are to be made upon presentation of an invoice and will be considered past due thirty (30) days from receipt of invoice. County will not pay any interest, penalties, or other amount claimed beyond the amount authorized by this Agreement.

3. Term

This Agreement has an effective date of January 1, 2024, and shall terminate without any further obligation on the part of County on June 30, 2024, and will be automatically renewed on July 1, 2024 and will continue in full force and effect until June 30, 2025, unless terminated sooner by mutual agreement of the Parties. This Agreement is subject to and limited to the availability of grant funding.

4. Termination

Either Party may terminate this Agreement, or any part of this Agreement, upon thirty (30) days written notice, with or without cause, and with no penalty or additional cost beyond

the rates stated in this Agreement. In the event of such termination, Contractor shall be entitled to receive payment for work completed up to and including the date of termination.

5. Grounds for Termination. Commission of any of the offense listed below by Contractor may result in immediate termination of this Agreement, without notice:

- Arrest for a felony offense
- Arrest and conviction for a misdemeanor offense which involves substance use
- Acts involving moral turpitude
- Fraternization outside the professional context with any participant of the Program
- Conduct detrimental to the goals of the Program as determined by the sole discretion of the Superior Court
- Failure of Contractor to maintain licenses or certifications required to perform services pursuant to this Agreement

6. Fiscal Non-Appropriation Clause

Financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of County, and other applicable law. In the event that there ceases to be appropriated funds available to pay any obligation under this Agreement, this Agreement shall be terminated.

7. County Obligations

County shall timely provide all information, including Client contacts and other documentation reasonably required by Contractor to perform Services. County grants Contractor full privilege, and non-exclusive, non-transferable license to use all such materials as reasonably required to perform the terms of this Agreement.

8. Performance Standards

Contractor shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services.

9. Independent Contractor

Contractor is an independent contractor and not an agent, partner, joint venturer, or employee of County. Neither Contractor, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of County. County shall not have any liability or responsibility for any direct payments of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for County under this Agreement. Contractor will be responsible for and compensation paid under this Agreement shall include the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, approvals, and permits required of Contractor in performing services and complying with this Agreement. Contractor will not make any representations, warranties, or commitments binding the County without the County's written consent. The compensation set forth in this Agreement shall be the sole payment for services rendered. Contractor shall provide county with a W-9 form for each contract

term for which services are performed. Contractor and County agree that Contractor will be free to contract for similar services to be performed for other employers while under Contract with County.

Contractor acknowledges and agrees that Contractor is not entitled to receive Unemployment Insurance Benefits or Worker's Compensation Coverage. Further, Contractor is obligated to pay Federal and State Income Tax on any moneys received from County for services provided under this Agreement.

10. Subcontracting and Assignment

Contractor shall not assign or subcontract the whole or any part of this Agreement without County's prior written consent. Should Contractor subcontract any services, Contractor shall remain responsible for the performance of the subcontractors, remain County's sole point of contact for the services, and be responsible for the payment of any subcontractors. Subject to the foregoing, the terms, covenants, and conditions of this Agreement shall be binding on the successors and assigns of either party. Notwithstanding the terms of any subcontractor's agreement, in no circumstances shall any subcontractor have any greater rights as against the County than the Contractor has under this Agreement; and in no circumstances shall the County's responsibilities towards subcontractor be greater than County's responsibilities to Contractor under this Agreement.

11. Conflicts of Interest

Contractor and all subcontractors thereof shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the execution of its work in the fulfillment of the requirements of this Agreement. County shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest. Failure to properly disclose any conflicts of interest may result in immediate termination of this Agreement. Upon termination, Contractor shall be entitled to compensation of services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

12. Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its elected and appointed officials, employees and volunteers, and others working on behalf of County, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Contractor or any Officer, employee, representative, or agent of Contractor. Contractor shall have no obligations under this Section to the extent that any Claim arises as a result of Contractor's compliance with County law, ordinances, rules, regulations, resolution, executive orders, or other instructions received from County.

13. Insurance

Contractor shall procure and maintain such insurance coverage as required by the Director. County shall be under no obligation to ensure that Contractor, or any subcontractor, complies with the insurance requirements of County, and Contractor assumes all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business. Contractor further agrees to indemnify and hold harmless the County for any claims arising from

Contractor's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

14. Confidential Information and Open Records

County is subject to the Georgia Open Records Act and cannot agree to protect confidential information from public disclosure unless that information is subject to an exception. Contractor shall cooperate fully with County in response to all requests made under the Georgia Open Records Act.

15. Audit Clause

County or its authorized agent shall have the right to audit and inspect financial records pertaining to services offered under this Agreement from time to time during the contract term, upon reasonable notice to Contractor and during Contractor's ordinary business hours.

16. Publicity

Contractor shall not release without prior written approval from County, any publicity regarding services provided, including but not limited to, notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Contractor, identifying County as receiving goods or services under this Agreement.

17. Confidentiality

Contractor shall not disclose, directly, or indirectly, any confidential information or trade secrets of County without prior written consent of County or pursuant to a lawful court order directing such disclosure.

18. Discrimination and ADA Compliance

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Contractor shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

19. Drug Free Workplace

Contractor and any subcontractors shall not be in possession of or use a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. County has a no tolerance policy for violation of this rule.

20. Notices

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail,

properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; or (d) via facsimile or email with a copy sent that same day via (a), (b), or (c). All Notices shall be addressed as follows:

For County:

Macon-Bibb County, Georgia
Attn: Mayor
700 Poplar Street
Macon, Georgia 31202-0247

For Independent Contractor:

Stephanie Thornton Ward

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

21. Force Majeure

Any delay or non-performance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

22. Dispute Resolution and Jury Trial

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties may try in good faith to settle the dispute by mediation before resorting to some other dispute resolution procedure or litigation; however, mediation is not a required pre-condition to litigation. Disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceeding related to this Agreement shall be in Bibb County State or Superior Court, or the Federal District Court for the Middle District of Georgia (Macon Division). County does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.

23. Attorney's Fees

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

24. Authority to Execute

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

25. Counterparts

This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement. Reproduced or electronic signatures shall be considered the same as an original signature. Delivery of a copy of this Agreement bearing an original signature

by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

26. Electronic Representations and Records

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

27. Waiver

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

28. Severability

In the event that any provision of this Agreement is declared invalid, unenforceable, or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

29. Survival

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

30. Entire Agreement

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between the Parties and fully supersedes all previous communications, representations or agreements, oral or written, between the Parties pertaining to the same subject matter. This Agreement may only be amended or modified in writing by consent of both Parties. Contractor may not unilaterally amend or modify this Agreement by including provisions in its invoices, or other business forms, which shall be deemed objected to by County and of no force or effect.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of January 1, 2024.

Macon-Bibb County:

By: _____
Lester M. Miller, Mayor

Attested: _____
Janice S. Ross, Clerk of Commission

Stephanie Thornton Ward:

Stephanie Thornton Ward

Attested: _____

(Printed Name & Title)

Q:\CONTRACTS\FY 2024 Accountability Court Agreements\Stephanie Thornton Ward - Parent
Child Attorney.Docx

EXHIBIT A

SCOPE for Parent and Child Attorneys

All team members agree to support this program by striving to accomplish the mission and goals of the program and to operate in a manner that is consistent with the following characteristics:

- Referring appropriate candidates to the program.
- Participating in the programs' intake process by reviewing candidate eligibility.
- Actively participating in treatment team meetings twice a month as scheduled.
- Actively participating in court hearings twice a month as scheduled.
- Functioning as a liaison between the program and the team member's organization.
- Recommending the application of appropriate incentives and sanctions for participants.
- Encouraging community-based organizations to collaborate with the program.
- Encouraging program participants to successfully complete the program.
- Communication of significant events will be immediate via email/text to the Coordinator.
- Training at least one backup person to fill in when absent.

Parent Attorney:

In addition to the noted Team member roles, the Parent Attorney agrees to support this Program by:

- Informing the Team concerning matters of law that affect Program-related matters.
- Filing necessary legal documents.
- Explaining the FTC Contract, in full, to the client to ensure the client understands all aspects of the Contract and their rights upon entry to the FTC Program and completing all other contract paperwork with client as required for entry.
- Providing legal representation to the participants in court hearings.

Child Attorney:

In addition to the noted Team member roles, the Child Attorney agrees to support this Program by:

- Ensuring the children are represented and support is provided in the best interest of the children served by FTC at staffing and required hearings.
- Prepare for and file necessary pleadings.
- Advising client in full as to the nature and purpose of the Program, the rules governing participation, the consequences of abiding by or failing to abide by the rules, and how participating or not participating in the Program will affect his or her interests.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN MACON-BIBB COUNTY, GEORGIA
AND THE MARTIN LAW FIRM**

This Professional Services Agreement ("Agreement") is made and entered into this _____ day of _____, 2024 by and between Macon-Bibb County, Georgia ("County") and The Martin Law Firm, LLC ("Contractor"), a Georgia limited liability company with a principal office address of 5400 Riverside Drive, Macon, Georgia, 31210, each individually a "Party" and collectively the "Parties."

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

1. Scope of Services

Contractor shall perform services for the Superior Court of Macon-Bibb County Accountability Courts (the "Program") as described in Exhibit A - Scope of Work ("Exhibit A"), attached hereto and incorporated by reference. Contractor shall provide the Accountability Court Director ("Director") with a copy of Contractor's current license and certifications upon request. Contractor shall cooperate with the Director, Court officials, staff, and all other members of the Program team while providing services under this Agreement. All services will be performed in accordance with federal, state, and local laws. Contractor will maintain current certifications, licenses, and permits as required for services provided to the County. Any changes to the scope of service shall be made in writing and mutually agreed upon by both parties. Contractor is not obligated to perform services beyond what is contemplated by this Agreement.

2. Compensation

Contractor shall receive from County TWO THOUSAND TWO HUNDRED FIFTY DOLLARS AND 00/100 CENTS (\$2,250.00) for work performed under the terms of this Agreement. Contractor acknowledges and agrees that compensation is dependent upon the amount of available funds in the operating budget of the Family Treatment Court within the overall Program and that under no circumstances will Contractor receive compensation should the balance of the operating budget not support such compensation. Contractor further acknowledges and agrees that grant funds will be monitored by the Director and funds paid pursuant to this Agreement cannot exceed the total amount awarded for all contractors participating in the grant program. Invoices will be paid in the order in which they are received so long as funds remain available for the applicable program. Payment of all amounts due are to be made upon presentation of an invoice and will be considered past due thirty (30) days from receipt of invoice. County will not pay any interest, penalties, or other amount claimed beyond the amount authorized by this Agreement.

3. Term

This Agreement has an effective date of January 1, 2024, and shall terminate without any further obligation on the part of County on June 30, 2024, and will be automatically renewed on July 1, 2024 and will continue in full force and effect until June 30, 2025, unless terminated sooner by mutual agreement of the Parties. This Agreement is subject to and limited to the availability of grant funding.

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5. Grounds for Termination. Commission of any of the offense listed below by Contractor may result in immediate termination of this Agreement, without notice:

- Arrest for a felony offense
- Arrest and conviction for a misdemeanor offense which involves substance use
- Acts involving moral turpitude
- Fraternization outside the professional context with any participant of the Program
- Conduct detrimental to the goals of the Program as determined by the sole discretion of the Superior Court
- Failure of Contractor to maintain licenses or certifications required to perform services pursuant to this Agreement

6. Fiscal Non-Appropriation Clause

Financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of County, and other applicable law. In the event that there ceases to be appropriated funds available to pay any obligation under this Agreement, this Agreement shall be terminated.

7. County Obligations

County shall timely provide all information, including Client contacts and other documentation reasonably required by Contractor to perform Services. County grants Contractor full privilege, and non-exclusive, non-transferable license to use all such materials as reasonably required to perform the terms of this Agreement.

8. Performance Standards

Contractor shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services.

9. Independent Contractor

Contractor is an independent contractor and not an agent, partner, joint venturer, or employee of County. Neither Contractor, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of County. County shall not have any liability or responsibility for any direct payments of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for County under this Agreement. Contractor will be responsible for and compensation paid under this Agreement shall include the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, approvals, and permits required of Contractor in performing services and complying with this Agreement. Contractor will not make any

representations, warranties, or commitments binding the County without the County's written consent. The compensation set forth in this Agreement shall be the sole payment for services rendered. Contractor shall provide county with a W-9 form for each contract term for which services are performed. Contractor and County agree that Contractor will be free to contract for similar services to be performed for other employers while under Contract with County.

Contractor acknowledges and agrees that Contractor is not entitled to receive Unemployment Insurance Benefits or Worker's Compensation Coverage. Further, Contractor is obligated to pay Federal and State Income Tax on any moneys received from County for services provided under this Agreement.

10. Subcontracting and Assignment

Contractor shall not assign or subcontract the whole or any part of this Agreement without County's prior written consent. Should Contractor subcontract any services, Contractor shall remain responsible for the performance of the subcontractors, remain County's sole point of contact for the services, and be responsible for the payment of any subcontractors. Subject to the foregoing, the terms, covenants, and conditions of this Agreement shall be binding on the successors and assigns of either party. Notwithstanding the terms of any subcontractor's agreement, in no circumstances shall any subcontractor have any greater rights as against the County than the Contractor has under this Agreement; and in no circumstances shall the County's responsibilities towards subcontractor be greater than County's responsibilities to Contractor under this Agreement.

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Contractor and all subcontractors thereof shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the execution of its work in the fulfillment of the requirements of this Agreement. County shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest. Failure to properly disclose any conflicts of interest may result in immediate termination of this Agreement. Upon termination, Contractor shall be entitled to compensation of services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

12. Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its elected and appointed officials, employees and volunteers, and others working on behalf of County, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Contractor or any Officer, employee, representative, or agent of Contractor. Contractor shall have no obligations under this Section to the extent that any Claim arises as a result of Contractor's compliance with County law, ordinances, rules, regulations, resolution, executive orders, or other instructions received from County.

13. Insurance

Contractor shall procure and maintain such insurance coverage as required by the Director. County shall be under no obligation to ensure that Contractor, or any subcontractor, complies with the insurance requirements of County, and Contractor

assumes all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business. Contractor further agrees to indemnify and hold harmless the County for any claims arising from Contractor's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

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County is subject to the Georgia Open Records Act and cannot agree to protect confidential information from public disclosure unless that information is subject to an exception. Contractor shall cooperate fully with County in response to all requests made under the Georgia Open Records Act.

15. Audit Clause

County or its authorized agent shall have the right to audit and inspect financial records pertaining to services offered under this Agreement from time to time during the contract term, upon reasonable notice to Contractor and during Contractor's ordinary business hours.

16. Publicity

Contractor shall not release without prior written approval from County, any publicity regarding services provided, including but not limited to, notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Contractor, identifying County as receiving goods or services under this Agreement.

17. Confidentiality

Contractor shall not disclose, directly, or indirectly, any confidential information or trade secrets of County without prior written consent of County or pursuant to a lawful court order directing such disclosure.

18. Discrimination and ADA Compliance

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Contractor shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

19. Drug Free Workplace

Contractor and any subcontractors shall not be in possession of or use a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. County has a no tolerance policy for violation of this rule.

20. Notices

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; or (d) via facsimile or email with a copy sent that same day via (a), (b), or (c). All Notices shall be addressed as follows:

For County:

Macon-Bibb County, Georgia
Attn: Mayor
700 Poplar Street
Macon, Georgia 31202-0247

For Independent Contractor:

The Martin Law Firm
5400 Riverside Drive
Macon, Georgia 31210

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

21. Force Majeure

Any delay or non-performance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

22. Dispute Resolution and Jury Trial

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties may try in good faith to settle the dispute by mediation before resorting to some other dispute resolution procedure or litigation; however, mediation is not a required pre-condition to litigation. Disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceeding related to this Agreement shall be in Bibb County State or Superior Court, or the Federal District Court for the Middle District of Georgia (Macon Division). County does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.

23. Attorney's Fees

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

24. Authority to Execute

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

25. Counterparts

This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement. Reproduced or electronic signatures shall be considered the same as an original signature. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

26. Electronic Representations and Records

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

27. Waiver

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

28. Severability

In the event that any provision of this Agreement is declared invalid, unenforceable, or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

29. Survival

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

30. Entire Agreement

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between the Parties and fully supersedes all previous communications, representations or agreements, oral or written, between the Parties pertaining to the same subject matter. This Agreement may only be amended or modified in writing by consent of both Parties. Contractor may not unilaterally amend or modify this Agreement by including provisions in its invoices, or other business forms, which shall be deemed objected to by County and of no force or effect.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of January 1, 2024.

Macon-Bibb County:

By: _____
Lester M. Miller, Mayor

Attested: _____
Janice S. Ross, Clerk of Commission

The Martin Law Firm:

By: _____

Attested: _____

(Printed Name & Title)

Q:\CONTRACTS\FY 2024 Accountability Court Agreements\The Martin Law Firm - *Parent Child Attorney.Docx*

EXHIBIT A

SCOPE for Parent and Child Attorneys

All team members agree to support this program by striving to accomplish the mission and goals of the program and to operate in a manner that is consistent with the following characteristics:

- Referring appropriate candidates to the program.
- Participating in the programs' intake process by reviewing candidate eligibility.
- Actively participating in treatment team meetings twice a month as scheduled.
- Actively participating in court hearings twice a month as scheduled.
- Functioning as a liaison between the program and the team member's organization.
- Recommending the application of appropriate incentives and sanctions for participants.
- Encouraging community-based organizations to collaborate with the program.
- Encouraging program participants to successfully complete the program.
- Communication of significant events will be immediate via email/text to the Coordinator.
- Training at least one backup person to fill in when absent.

Parent Attorney:

In addition to the noted Team member roles, the Parent Attorney agrees to support this Program by:

- Informing the Team concerning matters of law that affect Program-related matters.
- Filing necessary legal documents.
- Explaining the FTC Contract, in full, to the client to ensure the client understands all aspects of the Contract and their rights upon entry to the FTC Program and completing all other contract paperwork with client as required for entry.
- Providing legal representation to the participants in court hearings.

Child Attorney:

In addition to the noted Team member roles, the Child Attorney agrees to support this Program by:

- Ensuring the children are represented and support is provided in the best interest of the children served by FTC at staffing and required hearings.
- Prepare for and file necessary pleadings.
- Advising client in full as to the nature and purpose of the Program, the rules governing participation, the consequences of abiding by or failing to abide by the rules, and how participating or not participating in the Program will affect his or her interests.



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 BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO APPROVE A CHANGE ORDER TO WESTERN OILFIELD SUPPLY COMPANY DBA RAIN FOR RENT ATLANTA IN THE AMOUNT OF \$60,000.00, TO BE PAID FROM THE SOLID WASTE – SOLID WASTE LANDFILL – RENTAL EQUIPMENT AND VEHICLE LINE ITEM, FOR THE RENTAL OF LANDFILL CLOSURE SUPPLIES AND EQUIPMENT; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, in the process of closing the Walker Road landfill, the County has rented pumps, and the supplies and equipment necessary for those pumps to effectively operate, from Rain for Rent to be utilized while the closure work is completed; and

WHEREAS, has found that renting the required supplies and equipment saves the County significant expenses on items that it does not require outside of the landfill closure context; and

WHEREAS, the County has discovered it requires those same supplies and equipment for a longer term than was initially expected, thus requiring an amendment to its monthly agreement with Rain for Rent; and

WHEREAS, pursuant to Section 19-5.8(f)(1), the approval of the Macon-Bibb County Commission is required for change orders and amendments to agreements when the change order or amendment causes the total price of the agreement to exceed the Commission approval threshold; and

WHEREAS, because the County requires an additional \$60,000.00 to be paid for the rental of the required supplies and equipment in FY2023, and the total to be paid to Rain for Rent in this fiscal year would exceed \$100,000.00, Commission approval of the amendment is required in this instance; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission and it is hereby so resolved by the authority of same that the Mayor is authorized to approve a change order to Western Oilfield Supply Company dba Rain for Rent Atlanta in an amount of SIXTY THOUSAND DOLLARS AND 00/100 CENTS (\$60,000.00) to be paid from the Solid Waste – Solid Waste Landfill – Rental Equipment and Vehicle line.

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

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

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

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

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

is the intent of this Commission that this Resolution satisfy such requirement, and that this Resolution be construed accordingly.

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

APPROVED AND ADOPTED this ____ day of _____, 2024.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2024 Miller Authorizing Agreement with Western Oilfields Supply Co dba Rain for Rent
2024-0394.docx



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION RECOGNIZING THE MONTH OF FEBRUARY 2024 AS BLACK HISTORY MONTH; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, in 1926, Dr. Carter G. Woodson, the son of former slaves, who worked in Kentucky coal mines as a child, proposed and launched a week-long celebration of the people and events that had and continue to have significant impacts on African American culture and history in America; and

WHEREAS, because February is the birth month of two significant figures in African American history, writer, statesman, and tireless abolitionist Frederick Douglass, and President Abraham Lincoln, the signer of the Emancipation Proclamation, Dr. Woodson chose this month to hold this commemoration; and

WHEREAS, as a result of Dr. Woodson's efforts, Negro History Week was established to enhance the knowledge of Black history through the publication of the Journal of Negro History, published by Dr. Woodson's Association for the Study of African American Life and History; and

WHEREAS, in 1976, the commemoration was extended from a week-long event to the entire month of February officially establishing Black History Month, thereby setting aside the month of February to recognize the heritage and achievement of African Americans; and

WHEREAS, during the month of February, across the United States of America and throughout the Macon-Bibb County community, observances are held to increase public awareness of the importance of black history and the significant contributions that African Americans make in support of the country and communities; and

WHEREAS, while the contributions of African Americans to society innumerable, some

of the most well-known and recognized examples of these significant contributions made by African Americans throughout the history of the United States are exemplified by people and works such as:

1. The writings of Booker T. Washington, Phyllis Wheatley, James Baldwin, Toni Morrison, Ralph Ellison, Zora Neale Hurston, Alex Haley, and National Youth Poet Laureate Amanda Gorman;
2. The music of Mahalia Jackson, Billie Holiday, John Coltrane, Bessie Smith, Duke Ellington, Pearly Brown, Lucille Hegamin, Howard Tate, Randy Crawford, Otis Redding, Little Richard Penniman, Les McCann, and Harry Belafonte, Jr.;
3. Athletes such as Terry Fair, Jackie Robinson, Althea Gibson, Jesse Owens, Wilma Rudolph and Muhammad Ali, Norman Nixon, Johnny Odom, Sharone Wright and Jeff Malone, Hank Aaron, LeBron James and Gabby Douglas;
4. Scientific advancements of Dr. George Washington Carver, Dr. Charles Drew, Gladys West, Katherine Johnson, Benjamin Banneker, Dr. Shirley Jackson, Victor J. Glover, Jr., and Dr. Kizzmekia S. Corbett;
5. Leaders such as Frederick Douglass, Mary McLeod Bethune, Supreme Court Justice Thurgood Marshall, Martin Luther King, Jr., General Colin Powell, General Lloyd J. Austin III, Congresswoman Shirley Chisholm, Senator Raphael Warnock, President Barack Obama, Vice-President Kamala Harris, Supreme Court Justice Ketanji Brown Jackson, and General Michael Langley;
6. The bravery of individuals such as Sojourner Truth, Ellen and William Craft, Herbert Young, Pinckney Benton, Stewart Pinchback, Fannie Lou Hammer, Rosa Parks, and Sergeant Rodney M. Davis; and
7. The contributions of African American members of the Macon community, such as Representative Jefferson Long, Reverend Pearly Brown, Charles Douglass, Henry W. Lucas, Wm. S. Hutchings, Albert Billingslea, Dr. Robert Williams, William P. Randall, Bishop Frank Ray, Louise Hudson, and Wini McQueen;

WHEREAS, in 1928, the Association for the Study of African American Life and History began creating themes to associate with Black History Month, to help bring focus to different aspects of African American culture and social advocacy; and

WHEREAS, the 2024 theme for Black History Month 2024 is African Americans and the

Arts, highlighting the foundations and influences of African American Culture in American Arts of all varieties, including visual and performing arts, literature, folklore, fashion, music and film, architecture, and cuisine, among other art forms; and

WHEREAS, Macon-Bibb County recognizes the significance of Black History Month as an important time to acknowledge and celebrate the contributions of African Americans in the nation's history, and encourages the continued celebration not only during the month of February 2024 but throughout the year by including the history and contributions of African-Americans in the year-round educational curriculum and enjoying the work of African American artists at local museums, galleries, venues, restaurants, and businesses; and

WHEREAS, it is important that we recognize how the ethnic and racial diversity of the United States, the State of Georgia, and our local community enriches and strengthens our communities and that we continue to reach out in seeking to understand one another in a peaceful and loving way; 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 recognizes the month of February 2024, as Black History Month, and urges the citizens of Macon-Bibb County to celebrate the contributions of African Americans to all aspects of our society, and especially the arts, throughout the year.

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

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

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