Board of County Commissioners
Pre-Commission Meeting

April 16, 2024 | 5:00 PM
City Hall
700 Poplar Street
Macon, GA 31201

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

1. **Call to Order**
   Mayor Lester M. Miller

2. **Approval of Minutes**

3. **New Alcohol Beverage Licenses**
   a. Landry's LLC d.b.a. T. and Jay's Bar located at6351 Zebulon Road Suite A & E, Macon, GA

      Legal recommends approval. (Sponsored by:)

   b. Hilltop 001, LLC d.b.a. Valero Food Mart located at 3109 Hillcrest Drive, Macon, GA

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

   c. Mercer Village Pizza, Inc. d.b.a. Mercer Village Pizza located at 1635-A Montpelier Avenue, Macon, GA

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

4. **Supplemental Appropriation**
   a. An Ordinance Of The Macon-Bibb County Commission To Authorize A Supplemental Appropriation Of $2,000,000.00 From Sheriff's Commissary Fund -

Fund Balance For The Purpose Of Purchasing Additional Magnetic Locks And Other Improvements To The Jail (Sponsored by: Lester M. Miller, Mayor)

b. An Ordinance Of The Macon-Bibb County Commission To Authorize A Supplemental Appropriation In The Amount Of $70,000.00 From General Fund – Fund Balance To The Board Of Elections – Contract Labor – Contractual Services Line Item For The Purpose Of Funding Temporary Workers (Sponsored by: Lester M. Miller, Mayor)

5. Budget Transfer

a. An Ordinance Of The Macon-Bibb County Commission To Authorize Various Intra-Departmental Budget Transfers Within The Code Enforcement, Information Technology, Tax Assessors, Facilities Management, Board Of Elections, And Public Works Departmental Budgets, As Specified Herein (Sponsored by: Lester M. Miller, Mayor)

6. Special Purpose Local Option Sales Tax

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

b. An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of Up To $7,811,739.00 From 2018 SPLOST Proceeds, To Be Allocated To SPLOST Projects As Specified Herein (Sponsored by: Lester M. Miller, Mayor)

c. An Ordinance Of The Macon-Bibb County Commission To Authorize The Appropriation Of Up To $1,093,364.00 From 2018 SPLOST Proceeds, To Be Allocated To SPLOST Projects As Specified Herein (Sponsored by: Lester M. Miller, Mayor)

7. Contracts and Purchase Orders for Approval

a. A Resolution Of The Macon-Bibb County Commission Authorizing The Issuance Of A Purchase Order In The Amount Of $116,936.00, To Certex Usa LLC For The Purchase Of Cables For The Lake Tobesofkee Dam, To Be Paid From The Tobesofkee Recreation Area Fund – Lake Tobesofkee – Dam Improvements Line Item (Sponsored by: Lester M. Miller, Mayor)

8. Installation and Dedications

a. An Ordinance Of The Macon-Bibb County Commission Dedicating That Portion Of Plant Street Running Between Jeff Davis Sreet And Mercer University Drive To Pastor Charles Jones In Honor Of His Significant Contributions To Macon-Bibb County And Appropriating Funds Not To Exceed $500.00 For The Purchase Of Signage (Sponsored by: Paul Bronson, Commissioner)

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 Countyor any officer or employee or in which the county or any officer or employee may be directly involved as provided inO.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);

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Added to the April 16, 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
☐ Alcohol Beverage Caterer	$600	☒ Temporary Alcohol License	$100		

_____ Please check here if you are applying for a Business Continuation License.
Business Continuation License is **25% of applicable fees**

*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 = $_____

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.

Select One: X New Business _____Change of location _____Change of Business

BUSINESS

Federal Tax ID #: 99-1804867 State Tax ID #: _____

Business Name: T and Jay's Bar Corporate and Trade Name: Landry's LLC

Local Business Address: 6351 Zebulon Rd suite A+E Macon, GA 31220
(P.O. Box Not Allowed) City State Zip

Mailing Address: " " " "
(City State Zip)

Local Business Phone #: (478) 259-0660 Email Address: Landryterry82@gmail.com

Contact Person: Terry Landry Contact Phone #: (478) 733-3466

AGENT

Agent's Name: Terrell M Landry Agent's Title: Owner and Manager

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

Home Address: 834 S Plantation Pkwy City: Macon State: GA Zip: 31220

Home Phone #: 478 733 3466 Email: Landryterry82@gmail.com

Mailing Address: 6351 Zebulon Rd suite A City: Macon State: GA Zip: 31220

INDIVIDUAL/OWNER INFORMATION

Will the Agent named above also serve as the Applicant of this license? [X] **Yes** [ ] **No** **If no, complete the following:**

Owner/Individual's Name: Terrell M Landry Title: Owner and Manager

Home Address: 834 S Plantation Pkwy City: Macon State: GA Zip: 31220

Home Phone #: 478-733-3466 Email: Landryterry82@gmail.com

Mailing Address: 834 S Plantation Pkwy City: Macon State: GA Zip: 31220

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):	Terrell Michael Landry		
Home Address:	834 S Plantation Pkwy Macon GA 31220		
Sex	**Race**	**Date of Birth**	**Social Security Number**
M	White	[redacted]	

☒ 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.

Signature _____ Date 3-8-2024

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) 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: T and Jay's Bar

Printed Name of Applicant: Terrell M Landry

*Signature of Applicant: Terrell M Landry

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 22 DAY OF Febuary, 2024

Jasmine Barnes
NOTARY PUBLIC

03.11.2025
MY COMMISSION EXPIRES

JASMINE WEST BARNES
NOTARY PUBLIC
BIBB COUNTY, GEORGIA

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MEASUREMENT FORM

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

APPLICANT: TERRELL M LANDRY

PROPOSED LICENSE: BEER, WINE, AND LIQUOR CONSUMED ON PREMISES

BUSINESS LOCATION: 6351 ZEBULON RD SUITE A & E

BUSINESS NAME: T AND JAY'S BAR

To Be Completed by County Engineer

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

X *Comply* ____ *Does not comply*

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

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

__ Yes ____No _X__Not Applicable

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

Date: 2-23-2024

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

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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.

T and Jay's Bar
#6351 Zebulon Road, suite A & E

27,250' – ALCOHOLIC TREATMENT CENTER property line

River Edge - Fulton Mill Road

25,300' – MHA housing unit property line

Martin Place

OK!

Paul J. Horowski
February 21, 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
138628	524646	Print Legal Ad-IPL01614850 - IPL0161485		$46.36	1	28 L

Attention: Landry's LLC

Landry's LLC T and Jay's Bar
6351 Zebulon Rd Suite A+E
Suite A+E
MACON, GA 31220
landryterry82@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR BEER/On Premises

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the March 5, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Landry's LLC/T and Jay's Bar, 6351 Zebulon Rd. Suite A+E 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 February 27, 2024. Terrell Landry, Applicant
IPL0161485
Feb 27,Mar 5 2024

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:
02/27/24, 03/05/24

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 Demoss

Sworn to and subscribed before me this 5th day of March in the year of 2024

Stephanie Hatcher

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

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

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

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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-2024-460	**PERMIT TYPE:** Permitted Use	**DATE OF ISSUE:** 03/08/2024
ISSUED TO NAME:	Terrell Landry T and Jay's Bar	
PROPERTY OWNER'S NAME:	PAL ZEBULON LLC	
PROPOSED USE:	Change of ownership bar	
ADDRESS OF PROPOSED USE:	6351 ZEBULON RD suites A and E	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	I005-0414	**ZONING DISTRICT:** PDE

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to operate a bar with alcohol consumed on premises in an existing multi-tenant commercial building. No outside storage, sales or display are authorized with this approval. 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 03/08/2025

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.

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Control Number : 24034104

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

Landry's, LLC
a **Domestic Limited Liability Company**

has been duly organized under the laws of the State of Georgia on **02/15/2024** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on **02/19/2024**.

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: T and Say's Bar Name of Corporation: Landry's LLC

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

Individual:

Name and Title: Terrell M Landry Telephone Number: 478 733-3466

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

Residential Street Address: 834 S Plantation Pkwy Macon GA 31220
P.O. Box Not Allowed (City State Zip)

Mailing Address: 6351 Zebulon Rd Suite A+E Macon GA 31220
(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
  - General Partner holding _____% of all outstanding 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 Member: 1
  - Member holdings 100 % of all outstanding membership interests.
- ☐ Privately Held Corp./Company
  - Corporate Officer: Yes _____ No _____
- ☐ Other
  - Other person exercising operational authority over the entity: _____

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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 Pkwy 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 Pkwy 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

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

Sherman Brown
Executive Vice President, National Restaurant Association Solutions

ID # 24436628
CARD # 24951253

ServSafe
National Restaurant Association

ServSafe Alcohol® CERTIFICATE

TERRELL LANDRY
NAME

12/18/2023
DATE OF EXAMINATION

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

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

Sherman Brown
Executive Vice President, National Restaurant Association Solutions

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171110801 v1711

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

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

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

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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171110801 v1711

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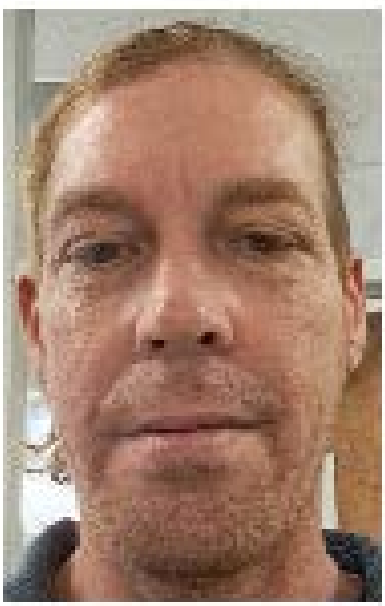
Terrell Landry



AH001175

ALCOHOL HANDLER

EXP: 12/31/2024

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BASIC PROVISIONS

A. Parties:

(1) Tenant: T & Jay's Bar, Landry's, 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)
None

(Representing Tenant)
None

(4) **Guarantors:** 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: February 19, 2024
(2) Expiration Date: March 1, 2025 X

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

(1) **Security Deposit:** $2,613.00 paid

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(2) **Amounts Due Upon Lease Execution:** due by March 1, 2024. March 1, 2024 rent and CAM of $2,613.00

(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
3/1/2024-2/28/2025	$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 Art. 8, Sec. 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.

DocuSign Envelope ID: 1C512DEA-D0AD-4A2E-AEF0-46B78C08E281

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: Terrell M Landry Date: 2-22-24

Business Name: T and Jay's Bar

I hereby certify that Terrell M Landry (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 22 day of Febuary, 20 24

Jasmine Barnes 03.11.2024

NOTARY PUBLIC MY COMMISSION EXPIRES

JASMINE WEST BARNES NOTARY PUBLIC BIBB COUNTY, GEORGIA

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: Terrell M Ly Date: 2-22-24
(If different from Agent)

Title: Owner and Manager

Business Name: T and Jay's Bar

I hereby certify that Terrell M Landry (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 22 day of Febuary, 20 24

Jasmine Barnes 03.11.2025

NOTARY PUBLIC MY COMMISSION EXPIRES

JASMINE WEST BARNES NOTARY PUBLIC BIBB COUNTY, GEORGIA

DocuSign Envelope ID: 1C512DEA-D0AD-4A2E-AEF0-46B78C08E281

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: T and Jay's Bar

Business Address: 6351 Zebulon Rd Suite A+E Macon, GA 31220

Instructions:

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

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

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

Definitions:

☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products the following items: at least four pounds each of five different types of fresh fruits or vegetables; four pounds of fresh, raw beef, chicken, or pork; four dozen fresh chicken eggs; four pounds of bread; and four gallons fresh cow's milk. Food Marts shall be required to maintain a food scale certified by the Georgia Department of Agriculture for the purpose of verifying compliance with this definition. Food Marts shall purchase food items for resale from lawful fresh food wholesalers, and shall be required to produce invoices reflecting the sources of food products sold upon demand by County officials. If an insufficient quantity of an item is present in the Food Mart, Macon-Bibb County may consider receipts or other evidence to determine whether a sufficient good faith effort was made to comply with the minimum item quantity requirements. The term "Food Mart" does not include Drugstores, Gas Stations, Grocery Stores, Small Box Discount Stores, Specialty Stores, or Vice Marts; provided that 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.

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☐ **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.

Terrell M Lanty
Applicant/Agent Signature

2-19-24
Date

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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.

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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 imagecapture.
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 thealcohol licensure of such business, up to and including the revocation or denial of all existing alcohol licenses held by such licensee.

Business Name: T and Jay's Bar

Business Address: 6351 Zebulon Rd Suite A+E Macon, GA 31220

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

Code Enforcement Department Designee — Date: 03/04/2024

☐ **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: 03/04/2024

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Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

Signature	Print Name	Date
Terrell M Landry	Terrell M Landry	2-19-2024

Alcohol License Questionnaire

Name of Business: T and Jay's Bar
Owner's Name: Terrell M Landry
Address: 6351 Zebulon Rd Suite A+E
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

Terrell M Landry
Printed Name of Person Completing Form

Terrell M Landry
Signature of Person Completing Form

2-14-2024
Date

DocuSign Envelope ID: 1C512DEA-D0AD-4A2E-AEF0-46B78C08E281

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: T and Jay's Bar

Business Address: 6351 Zebulon Rd suite A+E 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

Tamell N Finley — 2-19-2024

Applicant/Agent Signature — Date

DocuSign Envelope ID: 1C512DEA-D0AD-4A2E-AEF0-46B78C08E281

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 #

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Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Terrell M Landry
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% 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.

Terrell Landry Terrell M Landry
Print and Sign Name

Sworn to and subscribed before me this 22 day of February, 2024.

Jasmine Barnes
Notary Public
My commission expires: 03.11.2025

JASMINE WEST BARNES
NOTARY PUBLIC
BIBB COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

DocuSign Envelope ID: 1C512DEA-D0AD-4A2E-AEF0-46B78C08E281

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: T and Jay's Bar
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% 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.

Terrell Landry Terrell N Landry
Print and Sign Name

Sworn to and subscribed before me this 22 day of Febuary, 2024.

Jasmine Barnes
Notary Public
My commission expires: 03.11.2025

JASMINE WEST BARNES
NOTARY PUBLIC
BIBB COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

DocuSign Envelope ID: 1C512DEA-D0AD-4A2E-AEF0-46B78C08E281

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% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed. PAUL LANEBACK, MEMBER

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 8th day of March, 2024.

Notary Public

My commission expires: 1/24/26

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

Rev. April 2022
See O-22-0011

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: Terrell Landry – Fingerprints Completed: 03.11.2024

Business Name: Landry's LLC dba T and Jay's Bar

Business Address: 6351 Zebulon Road, Suite A & E, Macon, GA 31220

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

DocuSigned by:

Granted _____ 3/16/2024
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**

DocuSign Envelope ID: 1C512DEA-D0AD-4A2E-AEF0-46B78C08E281

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 4/11/2024 (Date) DS SD (Initials)

Comments

After review, legal recommends approval.

Initials

DS SF Stephanie Freeman, Administrative Office Specialist

DocuSign Envelope ID: 1C512DEA-D0AD-4A2E-AEF0-46B78C08E281

SHOPPING CENTER LEASE

THIS SHOPPING CENTER LEASE is made as of this 19th day of February 2024 (the "Effective Date"), by and between PAL Zebulon, LLC ("Landlord) and Landry's, 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

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BASIC PROVISIONS

A. _Parties:

(1) Tenant: T & Jay's Bar, Landry's, 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)
None

(Representing Tenant)
None

(4) Guarantors: 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: February 19, 2024

(2) Expiration Date: March 1, 2024

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

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

DocuSign Envelope ID: 1C512DEA-D0AD-4A2E-AEF0-46B78C08E281

(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
2/19/2024-2/28/2025	$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.

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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.

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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 Landlords 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.

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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 ad provide by this Lease at any time during the Hold-Over Period. No acceptance by Landlord of any Rent during the Hold-Over Period shall ope3rate 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 by cancelled by either party with thirty (30) days' prior notice or such lesser time period as may be permitted by law.

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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.

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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

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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

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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 of 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 sold 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 Cente3r, or any portion thereof. If Tenants 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.

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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 of 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

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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

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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 inquires 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,

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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.

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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 ad 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:

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(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:

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(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

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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 wives 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.

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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

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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

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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

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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.

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(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,

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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

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(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 received 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 dismisses within sixty (60) after such filing, or if a proceeding for the appointment of a trustee or a

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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 of 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 appraisement 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

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(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.

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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

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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;

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(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

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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 94) 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

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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

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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

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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,

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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

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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

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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 GAINST EACH OTHER ORANY 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

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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.

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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.

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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;

Landry's LLC
By: Terrell Landry

LANDLORD

WITNESS OR ATTEST:

PAL ZEBULON, LLC

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

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EXHIBIT A

PLAN SHOWING PREMISES

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EXHIBIT A-1 - PROPERTY LEGAL DESCRIPTION

Doc ID: 004929090004 Type: GLR
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 Brannen Clerk
BK 7373 PG 257-260

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

A20794

WARRANTY DEED

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

LTON, L.L.P.
nth Floor
erry Street
Box 229
-31202-0229
69-6521
-745-6429

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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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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.

_____(SEAL)
EYLOWTE MILLS

_____(SEAL)
POLLY F. MILLS

Signed, sealed and delivered
in the presence of:

_____
(UNOFFICIAL WITNESS)

_____
NOTARY PUBLIC.

My commission expires:_____

(AFFIX NOTARY SEAL HERE)

C. LINDA LUCK
NOTARY
EXPIRES
GEORGIA
AUG. 6, 2009
PUBLIC
HOUSTON COUNTY

LTON, L.L.P.
nth Floor
rry Street
ox 229
31202-0229
8-6521
745-6426

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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.
03/01/2025-2/28/2026	$12.76 psf or	$2,300.00	To be determined

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EXHIBIT C

SHOPPING 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 handing 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.

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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 devises, 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

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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.

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EXHIBIT D

GUARANTY 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 of 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 art of the Lease or the leased premises, whether with or without notice to Guarantors, (f) any future dealings between Tenant and Landlord

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(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.

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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.

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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;

Terrell M Landry — Selita H Evans

By: Terrell Landry

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ADDED TO THE APRIL 16, 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.

$ 1500 Alcohol License Fees + $400 Application Fee = Total $ 1900

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

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Select One: ✓ New Business _____ Change of location _____ Change of Business

BUSINESS

Federal Tax ID #: 99-0518603 State Tax ID #: 20292780132

Business Name: Valero Food Mart Corporate and Trade Name: hilltop 001 LLC

Local Business Address: 3109 hillcrest Ave, Macon, GA=31204
(P.O. Box Not Allowed) City State Zip

Mailing Address: —Same—
(City State Zip)

Local Business Phone #: (478-388-1282 Email Address: Patelkinjalben009@gmail.com

Contact Person: Tushar Patel Contact Phone #: (646-610-1422

AGENT

Agent's Name: Kinjalben Patel Agent's Title: owner

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

Home Address: 5577 Houston Rd, Apt: 1502 City: Macon State: GA Zip: 31216

Home Phone #: 478-388-1282 Email: Patelkinjalben009@gmail.com

Mailing Address: 3109 hillcrist Ave 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: Kinjalben Patel Title: owner

Home Address: 5577 Houston Rd Apt: 1502 City: Macon State: GA Zip: 31216

Home Phone #: 478-388-1282 Email: Patelkinjalben009@gmail.com

Mailing Address: 3109 hillcrist Ave City: Macon State: GA Zip: 31204

Rev. 08/23

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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):	Kinjalben J Patel		
Home Address:	5577 Houston Rd, Apt: 1502, Macon, GA 31204		
Sex	**Race**	**Date of Birth**	**Social Security Number**
Female	Asian	[redacted]	

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

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

K. J. Patel
Signature

01/19/24
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

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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.** SCJS # 246-457-246

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: valero Food mart

Printed Name of Applicant: Kinjalben Patel

*Signature of Applicant: K. J. Patel

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 19th DAY OF Jan, 2024

Cynthia Pollard
NOTARY PUBLIC

May 10, 2026
MY COMMISSION EXPIRES

CYNTHIA POLLARD
MY COMMISSION EXPIRES
NOTARY
PUBLIC
MAY 10, 2026
HOUSTON COUNTY, GEORGIA

Case Closed | Case Status: Case Closed

SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Application Pending (asylum) - Temp Emp Auth

The applicant is not a citizen or national of the U.S. and has filed a Form I-589 application for asylum, but a decision on the application has not yet been made. This response also indicates that SAVE verified the applicant has a valid EAD. See the Guide to Understanding SAVE Verification Responses for additional information. You will need to follow your agency's policy when determining whether this applicant is eligible for benefits.

SAVE Response Details

Case Verification Number:	0024057195431TW
Employment Authorization Document (EAD) Expiration Date:	07/18/2025
Provision of Law Code:	C08

Agency Submitted Details

Full Name:	Kinjalben Patel
Date of Birth:	[redacted]
Alien Number:	[redacted]
Initiated On:	02/26/2024
Initiated By:	JREN0851
Point of Contact Name:	Jennifer Renfroe
Point of Contact Phone Number:	(478) 310-3576
Requested Benefits:	Occup. Tax Cert.
Attached Document:	No

U.S. Department of Homeland Security

U.S. Citizenship and Immigration Services

Accessibility

Browser Support

Plug-ins

Site Map

ICA

Provide Feedback

DocuSign Envelope ID: EE507BE8-2005-47B1-8896-3E7A2FE97972

MEASUREMENT FORM

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

APPLICANT: **KINJALBEN PATEL**

PROPOSED LICENSE: **BEER AND WINE PACKAGED TO GO**

BUSINESS LOCATION: **3109 HILLCREST AVE.**

BUSINESS NAME: **VALERO 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.

_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: 1-25-2024

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

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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

Valero Food Mart F.C.B. ✓ OK!
#3109 Hillcrest Ave.
Paul J. Horniowski
January 25, 2024

4,250' — SCHOOL GROUND property line

Miller Middle School

4,650' — SCHOOL BUILDING

Miller Middle School

7,050' — COLLEGE CAMPUS property line

Mercer University - Main Campus

15,500' — ALCOHOLIC TREATMENT CENTER building

River Edge - Emery Hwy.

10,800' — PUBLIC LIBRARY or BRANCH building

Washington Memorial

3,750' — MACON-BIBB COUNTY HOUSING AUTHORITY property

Robb Ave.

1,900' — CHURCH (building)

Universal Light Christian Center

1,800' — CHURCH GROUNDS

Universal Light Christian Center

3,050' — M-B COUNTY RECREATION CENTER property

Freedom Park

N/A — Vice Mart – Small Box Retail Store – Small Box Discount store (2500')

Applicant self-identifies as a: "Gas Station"

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
67599	512307	Print Legal Ad-IPL01564180 - IPL0156418	patelkinjalben009@gmai	$46.36	1	29 L

Attention: Kinjalben Patel

VALERO FOOD MART/HILL TOP 001 LLC
3109 HILLCREST AVE
MACON, GA 31204

patelkinjalben009@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 January 30, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as VALERO FOOD MART dba HILL TOP 001 LLC, 3109 HILLCREST AVE MACON, GA 31204. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This January 23, 2024. Kinjalben Patel, Applicant
IPL0156418
Jan 23,30 2024

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:
01/23/24, 01/30/24

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 Fernandez

Sworn to and subscribed before me this 26th day of February in the year of 2024

Stephanie Hatcher

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

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

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

DocuSign Envelope ID: EE507BE8-2005-47B1-8896-3E7A2FE97972

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-2024-155	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 01/30/2024
ISSUED TO NAME:	Kinjalben Patel Hilltop 001 LLC DBA Valero Food Mart	
PROPERTY OWNER'S NAME:	SHAKTI RENTAL PROPERTIES INC	
PROPOSED USE:	Change of ownership C-store with fuel sales and alcohol ptg	
ADDRESS OF PROPOSED USE:	3109 HILLCREST AVE	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	O073-0357	ZONING DISTRICT: M-1

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted for change of ownership for a convenience store with fuel sales and 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 they occupy more than this, a conditional use for an amusement facility is required. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations. Any 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, the zoning permit must be displayed on the premises together with the business license.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY 01/30/2025

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.

GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**HILLTOP 001 LLC**	Control Number:	**24002293**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Compliance**
NAICS Code:	**Any legal purpose**	NAICS Sub Code:	
Principal Office Address:	**3109 HILLCREST AVE, MACON, GA, 31204, USA**	Date of Formation / Registration Date:	**1/2/2024**
State of Formation:	**Georgia**	Last Annual Registration Year:	**NONE**

REGISTERED AGENT INFORMATION

Registered Agent Name: **KINJALBEN PATEL**

Physical Address: **3109 HILLCREST AVE, MACON, GA, 31204, USA**

County: **Bibb**

Back

Filing History Name History

Return to Business Search

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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: Valero Food Mart Name of Corporation: hilltop 001 LLC

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

Individual:

Name and Title: Kinjalben Patel (owner) Telephone Number: (478-388-1282

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

Residential Street Address: 5577 Houston Rd, Apt=1502, Macon, GA=31216

Mailing Address: 3109 hillcrest Ave, Macon, GA=31204

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: _____

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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: Kinjalben ~~Patel~~ Last Name: Patel

Home Address: 5577 Houston Rd, Apt: 1502 City: Macon State: GA Zip: 31216

Home Phone #: 478-388-1282 Email: patelkinjalben009@gmail.com

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

Mailing Address: 3109 hillcrist Ave City: Macon State: GA 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.**
- ☐ **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.

K.J. Patel — Applicant's Signature

01/19/24 01/19/24 — Date

I hereby certify that Kinjalben Patel 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 19th day of Jan, 2024

Cynthia Pollard — NOTARY PUBLIC

May 10, 2026 — MY COMMISSION EXPIRES

CYNTHIA POLLARD
MY COMMISSION EXPIRES
NOTARY PUBLIC
MAY 10, 2026
HOUSTON COUNTY, GEORGIA

Rev. 7/2021

Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

KINJALBEN J PATEL

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2024-01-25

Serial No.

cert_p6pvsc0k

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Kinjalben J Patel

AH001259

ALCOHOL HANDLER

EXP: 12/31/2024

DocuSign Envelope ID: EE507BE8-2005-47B1-8896-3E7A2FE97972

COMMERCIAL LEASE

THIS AGREEMENT, made effective the 1 day of January 2024, by and between SHAKTI RENTAL PROPERTIES INC, 216 Lakeshore Dr. Hartwell, GA 30643, (a Georgia Corporation), hereinafter referred to as the "LANDLORD", and HILL TOP 001 LLC, (a Georgia Corporation), hereinafter referred to collectively as the "TENANT" with an address of 3109 Hill crest Ave Macon Ga 31204.

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 3109 Hill crest Ave Macon Ga 31204

2.THAT WHEREAS, the Parties hereto did, on January 1, 2024, enters into a certain Sub-Lease Agreement wherein Tenant did lease from Landlord the following property, to wit:

> All that tract or parcel of land, lying and being in the City of Macon, Land Lot 18 of Macon Reserve West of the Ocmulgee River, Bibb County, Georgia, being more particularly described as follows: Beginning on the North side of Hillcrest Avenue at an iron pin marking the Southwest corner of the lot conveyed by Dillard Paper Company to Amerson Construction company in May of 1966, and running thence along the Hillcrest Avenue South 89 degrees, 58 minutes West, and 155 feet to an iron pin; thence 0 degrees, 26 minutes West, 175 feet at an iron pin; thence North 89 degrees, 58 minutes East, 155 feet to an iron pin; thence South 0 degrees, 26 Minutes East, 175 feet to the point of the beginning. This is part of that property conveyed by Mary J. Anderson and D. Richard Worsham, as Trustees under the "Frank C. Amerson, Jr. Family Trust" to Amerson Properties, Ltd. by Deed dated January 1, 1988 recorded in Deed Book 1733, page 384 1 the office of Clerk of the superior court of Bibb County, Georgia. This property is also known and referred to as 3109 Hillcrest Avenue, Macon, Georgia, and is known as Hornet Store #4.

Initial:- SP

Initials:- KP

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Term of Lease: The Term of this Lease shall start on January 1 st 2024, and unless sooner terminated as hereinafter provided, shall expire on December 30th 2027.

Option to Renew: Tenant shall have the option to renew this Lease for up to two (2) Four year periods by providing to Landlord written notice that it is exercising said option at least ninety (90) days prior to the expiration of the original term hereof. Receipt of such notice by Landlord shall constitute renewal, and shall be binding upon the parties. If more than one renewal option is granted, the above conditions must be satisfied with reference to each successive renewal period, and the expiration date hereinabove described shall be construed to refer to the expiration of each successive renewal period. Any such renewal shall incorporate all terms of this Lease with the exception that the monthly rental for the 1 st five year option period shall be $ 4,950.00 per month and the monthly rental for the 2nd five year option period shall be $5445.00

Rental: Tenant agrees to pay Landlord, by Electronic Fund Transfer ("EFT") or at any other address as designated by Landlord, promptly on the first day of each month in advance from the Commencement Date (hereinafter defined) forward, rent in the amount of Four Thousand Five Hundred Dollars ($4500.00) per month, subject to the increases at the time of renewal as provided herein above in this lease. Rents owed shall be secured by any personal property of Tenant located on the Premises.

Goodwill: In Connection with the lease, the Tenant has delivered to the landlord One Dollars ($1.00) for the Goodwill purchase of the business associated with the leased premises. The Payment of Goodwill is non-refundable.

Renewal: The tenant shall have and is here by granted the privilege of two 5-year renewals of this sub-lease upon the same terms and conditions as set forth herein with the respect to the original sub-lease terms, provided that the rent during the renewal periods shall be as follows:

(1) During the first 5-year option renewal period, commencing January, 2027, the monthly rental shall be increased to $4950.00 per month, commencing October, 2027 and with like monthly payment of $4950.00 being due and payable on the 1 st of each and every month thereafter through and until December 1 st 2032.

(2) During the second 5-year option renewal period, commencing January 1 st 2032, the monthly rental shall be increased to $ 5445.00 per month, commencing January, 2032 and with like monthly payment of $5445. 00 Being due and payable on the 1 st of each and every month thereafter through and until December1 St 2037.

This rental agreement allows the landlord the right to sell this property during this period of the lease however, the tenant gets the first priority purchase of the property as long as that tenant matches the third -party offer. If an offer to purchase is given to tenant in

Initial:- GP

Initial:- KP

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writing form landlord and not accepted within 10 business day the offer is hereby deemed waived by tenant.

3. Utility Bills and Taxes:

Utilities. Tenant shall subscribe for services in its own name and pay for all electricity, gas, water, heat and other utilities consumed or used on the Premises. Landlord shall not be in any way obligated or responsible for the furnishing of utility services. The lack of availability of or failure of utility services shall not be deemed constructive eviction.

(a) Tenant at its sole cost and expense, shall procure and keep in force at all times during the Occupancy Term, fire and extended coverage insurance on the Improvements constructed on the Premises, including without limitation any plate glass, in an amount equal to the "full replacement cost" thereof, insuring the interest of Landlord and Tenant. The "full replacement cost" shall be determined from time to time, but not more frequently than once in any eighteen (18) calendar month period at the request of the Landlord, by one of the insurers, or at the option of the Landlord, at its sole cost and expense, by an appraiser, engineer, architect or contractor who shall be mutually acceptable to the patties.

(b) Tenant agrees to indemnify Landlord against and to hold Landlord harmless from all Liabilities, Loss, Claims, damages, charges, liens, causes of action and Legal Proceedings of every kind and nature in connection with any injury to any Person or the death of any Person, or damage to the property of any Person, including the Person or property of Tenant, arising from the use or occupancy of the Premises by Tenant, its agents, subtenants, employees, or invitees, unless occasioned directly or indirectly by the fault or neglect of Landlord. In connection therewith, Tenant shall continuously maintain and pay the premium upon a policy of liability insurance during the Occupancy time of this Lease, naming Landlord as an additional insured and insuring against any Loss or Liability connected with the above in the amount of ONE MILLION AND NO/ 100 DOLLARS ($1,000,000.00) per occurrence for bodily injury and property damage, and ONE MILLION AND N0/100 DOLLARS ($1,000,000.00) general aggregate.

(c) All such policies of insurance shall be in standard form and shall name Landlord and Tenant as insureds as their interests may appear. Premiums for all policies of insurance herein referenced to and all renewals thereof shall be paid by Tenant as provided above, on or before the beginning date of the next annual policy or renewal period. All such policies shall contain a provision prohibiting the insurer from terminating such coverage until after a period of thirty (30) days following notice of termination or proposed cancellation given to Landlord. If Tenant shall at any time fail to insure or keep insured as aforesaid, Landlord may obtain and maintain such insurance, and all sums expended by the Landlord for that purpose shall be repayable by Tenant on demand as Additional Rent.

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(d) In addition to the insurance coverage as set forth above, Tenant shall maintain throughout the Occupancy Term, at its expense such other insurance on the Premises in such amounts and against such other insurance hazards which at the time are commonly obtained in the case of property similar in use to the Premises.

(e) The limit of any of the insurance required by this section shall not limit the Liability of Tenant. The limits of all insurance required herein shall be increased from time to time to reflect the increase in the Consumer Price Index or as required by good business practice.

(f) Neither Tenant nor anyone claiming by, though, under or in Tenant's behalf shall have any Claim, right of action or right of subrogation against the Landlord for or based upon any Loss caused by fire, explosion or other casualty (not limited to the foregoing) relating to the Premises or to any property upon, in, or about the Premises, whether such fire, explosion or other casualty shall arise from the negligence of Landlord, its agents, representatives or employees, or otherwise.

(g) Landlord shall not be responsible to Tenant or to any other Person for damages or injuries by virtue of or arising out of burst water pipes, leaks from air conditioning systems, or by virtue of earthquakes, riots, windstorms, overflow of water from surface drainage, rains, water, fire or by the elements or acts of God, or by the neglect of any Person. Tenant shall indemnify and hold Landlord harmless from any and all Claims for damages to Person or property to the full extent permitted by Law.

(I) Triple Net Lease. It is the intention of the Landlord and the Tenant that during the Occupancy Term the Rent shall be NET to the Landlord and that all costs, expenses and obligations of any kind or nature whatsoever relating to the Premises shall be borne by the Tenant, and Tenant hereby indemnifies the Landlord against any and all such costs, expenses and obligations.

4. Insurance And Taxes:. Taxes: Throughout the Lease term, Tenant shall pay all taxes on the Premises, including property tax. Subject to the terms and conditions contained herein in this Agreement. "Taxes" means all federal, state, local, real estate taxes, governmental, income, business, inventory, special district and special service area taxes, charges assessment and any other government charges, surcharges and levies, general and special, ordinary or extraordinary, including business license fee or charges (including interest thereon whenever same may be payable in installments) arising out of the use, occupancy, ownership, leasing, management, repair or replacement of the Premises, any appurtenance thereto or any fixtures or equipment thereon. Taxes exclude any income, transfer, profit, inheritance of franchise tax imposed upon Landlord.

5. Use of Premises: Premises shall be used for a convenience store and the retail sale of gasoline and other petroleum products. The Premises shall not be used by Tenant for any other purpose, unless consented to by the Landlord. Any use of the Premises must be for legal purposes and Tenant shall maintain the Premises in a clean,

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neat, orderly and attractive condition. Tenant gives to Landlord the right to use the available space outside the store to either build or give on rent or lease. Tenant has no objection if the Landlord decides to use the land surrounding the store for any appropriate purpose. Tenant shall (a) keep the Premises, buildings, equipment, fixtures, rest rooms, sidewalks, approaches and driveways in good condition, properly lighted, clean, safe, sanitary, and free from trash, rubbish, and other debris; (b) not engage in or permit any improper act or conduct on the premises detrimental to Tenant, or Landlord, or any member of the public; (c) comply with all laws, ordinances, rules or regulations of the constituted public authority applicable to the use and occupancy of the Premises, use of the equipment and the conduct of the business; (d) keep the business adequately stocked with petroleum products and inventory normally stocked at a convenience store.

6. Abandonment of Leased Premises: Tenant agrees not to abandon or vacate the leased Premises during the period of this Lease, and agrees to use said Premises only for purposes herein leased until the expiration or termination hereof. None of the equipment shall be removed from the Premises. Any replacement of any equipment must be pre-approved in writing by Landlord.

7. Repairs, Maintenance and Improvements:

A.Landlord gives to Tenant exclusive control of Premises and shall be under no obligation to inspect said premises, provided Landlord shall have the right to enter upon the Premises at reasonable times to assess its property, make repairs, or other usual and customary purposes. 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 and all renewals, if any, 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 further 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 equipment to Landlord at the expiration or prior to termination of this lease in as good condition.

B. Except as provided otherwise herein in this Agreement, the Tenant shall also be responsible for all repairs and necessary replacement of the roof, exterior load bearing and underground storage tanks made necessary via normal wear and tear and not caused by the negligence or malfeasance of Landlord. Tenant shall be responsible for exterior window glass repair end replacement. Landlord should be notified of all repairs. Tenant, at Tenant's cost and expense shall be responsible for all compliance pursuant to the Georgia EPD Underground Storage Tank records manual for the current year of reference.

c. Tenant agrees to comply with all terms and conditions with that agreement between Landlord and Landlords existing Jobber, "the Jobber Agreement", at Tenants cost and expense.

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8. Destruction of or Damage to Premises: If Premises are totally or partially destroyed by storm, fire, lighting, earthquake, or other casualty, this Lease shall terminate at the option of Tenant or rental shall abate until the Premises and improvements are restored to their intended use and insurance shall restore premises to substantially the same condition as existed before damage as speedily as practicable.

9. Indemnification of Landlord Against Loss or Claim: For and during the Term of this Lease and any renewals, if any, tenant shall protect, indemnify, defend, and save harmless Landlord from and against all claims, demands, liability, losses, or costs, whether from injury to persons or loss of life or damage to property occurring on or within the Premises and arising in any manner, directly or indirectly, out of the use and occupancy of the Premises by Tenant. Tenant shall, at its sole expense provide and keep in force for the benefit of Landlord as well as Tenant comprehensive general liability insurance covering the business to be operated thereon. Tenant shall furnish to Landlord evidence of such business insurance (inventory, fixtures and equipment) at the time of closing.

10. 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 including complying with all environmental laws. However, if the cost to Tenant to comply exceeds 6 months rental, then Tenant may terminate this lease. Notwithstanding the foregoing, Tenant agees to indemnify and defend Landlord from any contamination and/or remediation action which may be necessary as the fault or omission of Tenant. However, Landlord shall indemnify and defend Tenant from any contamination or remediation action necessary prior to the date of lease commencement and after lease termination.

11. 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.

12. Assignment and Subletting: Tenant may assign or sublet this lease written approval of SHAKTI RENTAL PROPERTIES INC consent of Landlord, relieving Tenant from its obligations hereunder. In such event, Tenant shall thereafter pay all real property taxes owed on the property as additional rent.

13. Default: It is mutually agreed that in the event Tenant shall fail to pay rent, including additional rent " late charge "in the amount often percent (10) of the amount not timely paid , herein reserved within five (5) days of the date due and fails to cure such default within ten (10) days after receipt of written notice, or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the payment of rent, and Tenant fails to cure such event(s) of default within thirty (30) days after receipt of written notice thereof Landlord at its option may terminate this Lease by written notice to

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Tenant whereupon this Lease shall terminate Immediately and possession of the Premises shall immediately be returned to the Landlord. In the event of default, Landlord may pursue all legal rights and remedies available.

Any notice provided in this paragraph may be given by Landlord or its attorney. Upon Lease termination by Landlord, Tenant will at once surrender possession of the Premises to Landlord and remove all of Tenant's effects there from; and Landlord may forthwith re-enter the Premises and repossess itself thereof, and remove all the persons and effects there from, using such force as may be necessary without being guilty of trespass, forcible entry, detainer, or other tort. If Tenant refuses to surrender possession immediately, Landlord may institute appropriate legal proceedings and Tenant agrees that Landlord may obtain injunctive relief for removal of Tenant, should Tenant's leasehold become subject to cancellation hereunder.

14. 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.

15. Attorney 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.

16. 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 Premises.

17. 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.

18. 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.

19. Time of Essence: Time is of the essence of this agreement.

20. Terms Inclusive: This Lease contains the entire agreement between he 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.

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"Landlord" as used in this Lease shall include Landlord, its assigns, and successors. "Tenant" shall include Tenant, its heirs, and representatives, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or subleases, as to such assignment or sublease. "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.

21. Landlord Representations and Warranties: Landlord represents and warrants to the Tenant, as follows:

(a) Landlord has full power and authority to Lease the Premises.

(b) This Lease and the other agreements contemplated hereby to be executed by Landlord have been duly executed and delivered by landlord or will be duly executed and delivered by Landlord, and constitute or, when executed, will constitute a valid and binding obligation of Landlord enforceable in accordance with their respective terms, subject to the effect of applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the right of creditors or by general equitable principles. Neither the execution and delivery of this Lease by Landlord nor the consummation by Landlord of the transaction contemplated hereby does or would after the giving of notice or the lapse of time or both, (i) conflict with, result in a breach of, constitute a default under, or violate any agreement, contract or obligation of Landlord, (ii) conflict with, result in a breach of, constitute a default under, or violate any legal rule, except for conflicts, breaches, defaults or violations which individually or in the aggregate would not have a material adverse effect on Landlord; (iii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party with the right to accelerate, terminate, amend, modify, cancel or refuse to perform under, or require any notice under any agreement, contract. commitment, license, lease, instrument or other agreement, including any express or implied warranty, to which Landlord is a party or by which any of them is bound and to which any of the purchased assets is subject; or (iv) result in the creation of, or give any party the right to create, any lien or other rights to adverse interest upon the purchased assets.

22. Security Deposit.

Lessee will pay to Lessor upon execution of this Lease a sum of Thirteen Thousand five hundred and 00/100 Dollars ($13,500.00) (the "Security Deposit") as security for the full and faithful performance by Lessee of each and every term, covenant and condition of this Lease. Lessor will deposit the Security Deposit with a banking institution having federally insured deposits and all interest, if any, will accrue to Lessor's benefit. Lessor may combine the Security Deposit with other funds of Lessor as long as permitted by the laws of South Carolina. Upon an Event of Default by Lessee under this Lease, or if Lessee fails to perform any of the terms, provision and conditions of this Lease as and when required, Lessor may use, apply, or retain the whole or any part of the Security Deposit for the payment of any sum due Lessor or which Lessor may expend or be required to expend by reasons of the Event of Default or failure to perform including, but not

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limited to, any damages or deficiency in the reletting of the Premises, and Lessee will forthwith upon demand restore the Security Deposit to the original sum deposited; provided, however, that any such use, applications or retention by Lessor of the whole or any part of the Security Deposit will not be or be deemed to be an election of remedies by Lessor or viewed as liquidated damages, it being expressly understood and agreed that, notwithstanding such use. application or retention, Lessor will have the right to pursue any and all other remedies available to it under the terms of this Lease or otherwise. In the event Lessee complies with all of the terms, covenants and conditions of this Lease, the Security Deposit, without interest and less amounts due from Lessee to Lessor, will be returned to Lessee within thirty (30) days after Lessee has vacated and surrendered the Premises in accordance with the terms hereof, so long as no event of Default by Lessee will then be existing under the terms of this Lease. In the event of a sale of the Building or the Premises, Lessor will have the right to transfer the Security Deposit to the purchaser, and Lessor will thereupon be released for all liability for the return of the Security Deposit. Lessee will look solely to the new Lessor for the return of the Security Deposit

23. Notices.

Any notice allowed or required by this Lease will be in writing, and will be deemed effective upon receipt by the addressee thereof when sent by either (a) United States mail, via certified mail or registered mail, return receipt requested, with proper postage prepaid, or (b) nationally recognized overnight courier (for example, Federal Express). Notices will be addressed as follows:

AS TO LESSOR:

SHAKTI RENTAL PROPERTIES INC.
216 Lake Shore Dr.
Hartwell GA 30643

AS TO LESSEE:
3109 Hillcrest Ave
Macon GA 31204

Attention:

The addresses of Lessor and Lessee and the party, if any, to whose attention a notice or copy of same will be directed may be changed or added from time to time by

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24. Escrow

Tenant shall pay landlord monthly amount for taxes and insurance in amount of $785.00 Per month, with an annual reconciliation for such expense and adjustment for such Expenses and adjustments of the monthly amount.

Either part giving notice to the other in the prescribe manner. Upon Request, Lessee will also send a copy of all notices from Lessee to any mortgagee of Lessor.

LANDLORD

By:- GEORGE PATEL

Title:- CEO

By:-

Title:-

TENANT

K. J. Patel

By:- Kinjalben j patel

Title:-

By:- owner

Title:-

Signed, Sealed and Delivered

In the Presence of:-

Witness:-

Notary Public

MICHELLE GENNARIA NOTARY PUBLIC HOUSTON COUNTY, GEORGIA

Initials:-

My commission expires July 29, 2025

Witness:-

Initials:- KP

DocuSign Envelope ID: EE507BE8-2005-47B1-8896-3E7A2FE97972

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: K. J. Patel Date: 01/19/24

Business Name: Valero Food mart

I hereby certify that Kinjalben Patel (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 19th day of Jan, 2024

Cynthia Pollard
NOTARY PUBLIC

May 10, 2026
MY COMMISSION EXPIRES

CYNTHIA POLLARD
MY COMMISSION EXPIRES
NOTARY
PUBLIC
MAY 10, 2026
HOUSTON COUNTY, GEORGIA

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: K. J. Patel Date: 01/19/24
(If different from Agent)

Title: Owner

Business Name: Valero Food mart

I hereby certify that Kinjalben Patel (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 19th day of Jan, 2024

Cynthia Pollard
NOTARY PUBLIC

May 10, 2026
MY COMMISSION EXPIRES

CYNTHIA POLLARD
MY COMMISSION EXPIRES
NOTARY
PUBLIC
MAY 10, 2026
HOUSTON COUNTY, GEORGIA

DocuSign Envelope ID: EE507BE8-2005-47B1-8896-3E7A2FE97972

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Valero Food Mart.

Business Address: 3109 Hillcrest Ave Macon GA 31204.

Instructions:

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

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

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

Definitions:

☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products the following items: at least four pounds each of five different types of fresh fruits or vegetables; four pounds of fresh, raw beef, chicken, or pork; four dozen fresh chicken eggs; four pounds of bread; and four gallons fresh cow's milk. Food Marts shall be required to maintain a food scale certified by the Georgia Department of Agriculture for the purpose of verifying compliance with this definition. Food Marts shall purchase food items for resale from lawful fresh food wholesalers, and shall be required to produce invoices reflecting the sources of food products sold upon demand by County officials. If an insufficient quantity of an item is present in the Food Mart, Macon-Bibb County may consider receipts or other evidence to determine whether a sufficient good faith effort was made to comply with the minimum item quantity requirements. The term "Food Mart" does not include Drugstores, Gas Stations, Grocery Stores, Small Box Discount Stores, Specialty Stores, or Vice Marts; provided that 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.

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☐ **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.

K. J. Peeler
Applicant/Agent Signature

01/19/24
Date

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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 schedulean 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.

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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: Valero Food mart

Business Address: 3109 hillcrist Ave, macon, GA = 31204

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

Code Enforcement Department Designee

1/23/24
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

07-19-2024
Date

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Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

Signature	Print Name	Date
K. J. Patel	Kinjalben Patel	01/19/24

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Alcohol License Questionnaire

Name of Business: Valero Food Mart
Owner's Name: Kinjalben Patel
Address: 3109 hillcrist Ave,
Macon, GA-31204

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

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

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

Please circle one: Relation, see below No Relation

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

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

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

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

Kinjalben Patel
Printed Name of person completing form

K. J. Patel
Signature of person completing form

01/19/24
Date

DocuSign Envelope ID: EE507BE8-2005-47B1-8896-3E7A2FE97972

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: Valero Food mart

Business Address: 3109 hillcrist Ave, macon, GA-31204

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

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

K. J. Patel
Applicant/Agent Signature

01/19/24
Date

DocuSign Envelope ID: EE507BE8-2005-47B1-8896-3E7A2FE97972

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 #

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Business Owner

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: Kinjalben Patel (owner)
2. Name of the subject of this Certificate, if different from the applicant: Valero Food Mart
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.

NA

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.

Kinjalben Patel
Print and Sign Name

Sworn to and subscribed before me this 4th day of Jan, 2024

Cynthia Pollard
Notary Public
My commission expires: May 10, 2026

CYNTHIA POLLARD
NOTARY PUBLIC
HOUSTON COUNTY, GEORGIA
MY COMMISSION EXPIRES MAY 10, 2026

Rev. April 2022
See O-22-0011

Property Owner

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: SHAKTI RENTAL PROPERTIES INC
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% 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.

GEORGE PATEL
Print and Sign Name

Sworn to and subscribed before me this 19th day of January, 2024.

Notary Public
My commission expires: July 29, 2025

MICHELLE GENNARIA NOTARY PUBLIC HOUSTON COUNTY, GEORGIA

Rev. April 2022
See O-22-0011

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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: Kinjalben J Patel– Fingerprints Completed: 02.28.2024

Business Name: Hilltop 001 LLC dba Valero Food Mart

Business Address: 3109 Hillcrest Avenue, Macon, GA 31204

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

DocuSigned by:

Granted _____ 3/2/2024
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**

DocuSign Envelope ID: EE507BE8-2005-47B1-8896-3E7A2FE97972

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 4/11/2024 (Date) SD (Initials)

Comments

After review, legal recommends approval.

Initials

SF Stephanie Freeman, Administrative Office Specialist

DocuSign Envelope ID: 01400370-D12D-46A4-96B4-5A0EFE01237A

ADDED TO THE APRIL 16, 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
_____ Please check here if you are applying for a Business Continuation License. Business Continuation License **25% of applicable fees**					
*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 (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.

Select One: ✓ New Business _____ Change of location _____ Change of Business

BUSINESS

Federal Tax ID #: 99 1080250 State Tax ID #: 202952422 38

Business Name: MERCER VILLAGE PIZZA Corporate and Trade Name: MERCER VILLAGE PIZZA, INC

Local Business Address: 1635-A MONTPELLIER AVENUE, MACON GA 31207
(P.O. Box Not Allowed) City State Zip

Mailing Address: SAME
(City State Zip)

Local Business Phone #: (___) N/A Email Address: joseph@mercervillagepizza.com

Contact Person: JOSEPH KIEFER Contact Phone #: [redacted]

AGENT

Agent's Name: JOSEPH KIEFER Agent's Title: OWNER

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

Home Address: 401 OLD BRIDGE RD City: WARNER ROBINS State: GA Zip: 31088

Home Phone #: [redacted] Email: joseph@mercervillagepizza.com

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

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: JOSEPH KIEFER Title: OWNER

Home Address: 401 OLD BRIDGE RD City: WARNER ROBINS State: GA Zip: 31088

Home Phone #: [redacted] Email: joseph@mercervillagepizza.com

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

Rev. 08/23

Select One: ✓ New Business _____ Change of location _____ Change of Business

BUSINESS

Federal Tax ID #: 991080250 State Tax ID #: 20295242238

Business Name: MERCER VILLAGE PIZZA Corporate and TradeName: MERCER VILLAGE PIZZA, INC

Local Business Address: 1635-A MONTPELLER AVENUE, MACON GA 31207
(P.O. Box Not Allowed) City State Zip

Mailing Address: SAME
(City State Zip)

Local Business Phone #: (___) N/A Email Address: joseph@mercervillagepizza.com

Contact Person: JOSEPH KIEFER Contact Phone #: [redacted]

AGENT

Agent's Name: JOSEPH KIEFER Agent's Title: OWNER

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

Home Address: 401 OLD BRIDGE RD City: WARNER ROBINS State: GA Zip: 31088

Home Phone #: [redacted] Email: joseph@mercervillagepizza.com

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

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: TREY YAUN Title: OWNER

Home Address: 214 PERTH CT City: WARNER ROBINS State: GA Zip: 31088

Home Phone #: [redacted] Email: info@mercervillagepizza.com

Mailing Address: SAME 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):	JOSEPH EDWARD KIEFER JR		
Home Address:	401 OLD BRIDGE RD. WARNER ROBINS, GA 31088-1189		
Sex	Race	Date of Birth	Social Security Number
M	WHITE	[redacted]	

☒ This authorization is valid for 90/180/(365) (circle one) days from date of signature.

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

Signature

3/19/2024
Date

Include a copy of your valid State/Government issued identification

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

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

Agency Designee Signature and Title

Date

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print):	TREY KENDALL YAUN		
Home Address:	215 PERTH CT WARNER ROBINS, GA 31088-3323		
Sex	Race	Date of Birth	Social Security Number
M	WHITE	[redacted]	

☒ This authorization is valid for 90/180/(365) (circle one) days from date of signature.

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

Signature

3/19/2024
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: MERCER VILLAGE PIZZA

Printed Name of Applicant: JOSEPH KIEFER

*Signature of Applicant: _____

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 19th DAY OF March, 2024

Lisa A Cernaro
NOTARY PUBLIC

April 5, 2026
MY COMMISSION EXPIRES

LISA A. CERNARO
Notary Public, Georgia
HOUSTON COUNTY
My Commission Expires April 5, 2026

DocuSign Envelope ID: 01400370-D12D-46A4-96B4-5A0EFE01237A

MACON-BIBB COUNTY, GEORGIA
(S.A.V.E.) SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS
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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: MERCER VILLAGE PIZZA

Printed Name of Applicant: TREY KENDALL YAUN

*Signature of Applicant: _____

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 19th DAY OF March, 20 24

Lisa A. Cernaro
NOTARY PUBLIC

April 5, 2026
MY COMMISSION EXPIRES

LISA A. CERNARO
Notary Public, Georgia
HOUSTON COUNTY
My Commission Expires April 5, 2026

DocuSign Envelope ID: 01400370-D12D-46A4-96B4-5A0EFE01237A

MEASUREMENT FORM

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

APPLICANT: JOSEPH KIEFER

PROPOSED LICENSE: BEER, WINE, AND LIQUOR CONSUMED ON PREMISES

BUSINESS LOCATION: 1635-A MONTPELIER AVE.

BUSINESS NAME: MERCER VILLAGE PIZZA

To Be Completed by County Engineer

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

X *Comply* ____ *Does not comply*

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

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

__ Yes ____No _X__Not Applicable

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

Date: 2-23-2024

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

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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.

Mercer Village Pizza
1635-A Montpelier Avenue
9,250' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Emery Highway
2,000' — MHA housing unit property line
#1130 Oglethorpe Street

OK!

Paul J. Hoinowski

February 22, 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
46588	523078	Print Legal Ad-IPL01607660 - IPL0160766		$46.36	1	29 L

Attention: Collins &

Collins & Aromatoria. PC
110 Main Street P.O. BOX 250
P.O. BOX 250
BYRON, GA 31008

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST FOR BEER/WINE-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 February 29, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as MERCER VILLAGE PIZZA, INC/MERCER VILLAGE PIZZA, 1635-A MONTPELIER AVENUE MACON GA 31201. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This February 22, 2024. JOSEPH KIEFER, Applicant
IPL0160766
Feb 22,29 2024

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:
02/22/24, 02/29/24

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 4th day of March in the year of 2024

Stephanie Hatcher

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

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

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

DocuSign Envelope ID: 01400370-D12D-46A4-96B4-5A0EFE01237A

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-2024-437	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 03/26/2024	
ISSUED TO NAME:	Joseph Kiefer Mercer Village Pizza Inc		
PROPERTY OWNER'S NAME:	THE CORPORATION OF MERCER UNIVERSITY		
PROPOSED USE:	New Business Application restaurant w alcohol COP		
ADDRESS OF PROPOSED USE:	1605 MONTPELIER AVE AKA 1635 Montpelier Ave		
NEW CONSTRUCTION:	No		
MAP/PARCEL:	P082-0035	ZONING DISTRICT: C-1	

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, sales or display are authorized with this approval. 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 03/26/2025

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.

GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**MERCER VILLAGE PIZZA, INC.**	Control Number:	**24021094**
Business Type:	**Domestic Profit Corporation**	Business Status:	**Active/Compliance**
NAICS Code:	**Accommodation and Food Services**	NAICS Sub Code:	**Full-Service Restaurants**
Principal Office Address:	**401 OLD BRIDGE ROAD, WARNER ROBINS, GA, 31088, USA**	Date of Formation / Registration Date:	**1/29/2024**
State of Formation:	**Georgia**	Last Annual Registration Year:	**NONE**

REGISTERED AGENT INFORMATION

Registered Agent Name: **ROBERT AROMATORIO**

Physical Address: **110 MAIN ST, Byron, GA, 31008, USA**

County: **Peach**

Back

Filing History Name History

Return to Business Search

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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: MERCER VILLAGE PIZZA Name of Corporation: MERCER VILLAGE PIZZA, INC.

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

Individual:

Name and Title: JOSEPH KIEFER Telephone Number: [redacted]

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

Residential Street Address: 401 OLD BRIDGE RD, WARNER ROBINS, GA 31088

Mailing Address: SAME

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 75 % of all outstanding ownership interests.
- ☐ Publicly Traded Company
  - Corporate Officer: Yes__No__
- ☐ Other
  - Other person exercising operational authority over the entity: _____

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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: MERCER VILLAGE PIZZA Name of Corporation: MERCER VILLAGE PIZZA, INC

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

Individual:

Name and Title: TREY YAUN Telephone Number: [redacted]

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

Residential Street Address: 214 PERTH CT, WARNER ROBINS, GA 31088

Mailing Address: SAME

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 25 % of all outstanding ownership interests.
- ☐ Publicly Traded Company
  - Corporate Officer: Yes__No__
- ☐ Other
  - Other person exercising operational authority over the entity: _____

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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: JOSEPH Last Name: KIEFER

Home Address: 401 OLD BRIDGE RD City: WARNER ROBINS State: GA Zip: 31088

Home Phone #: [redacted] Email: joseph@mercervillagepizza.com

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

Mailing Address: SAME City: State: Zip:

- ☑ 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 3/19/24 Date

I hereby certify that JOSEPH KIEFER 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 19th day of MARCH, 2024

Lisa A. Cernaro

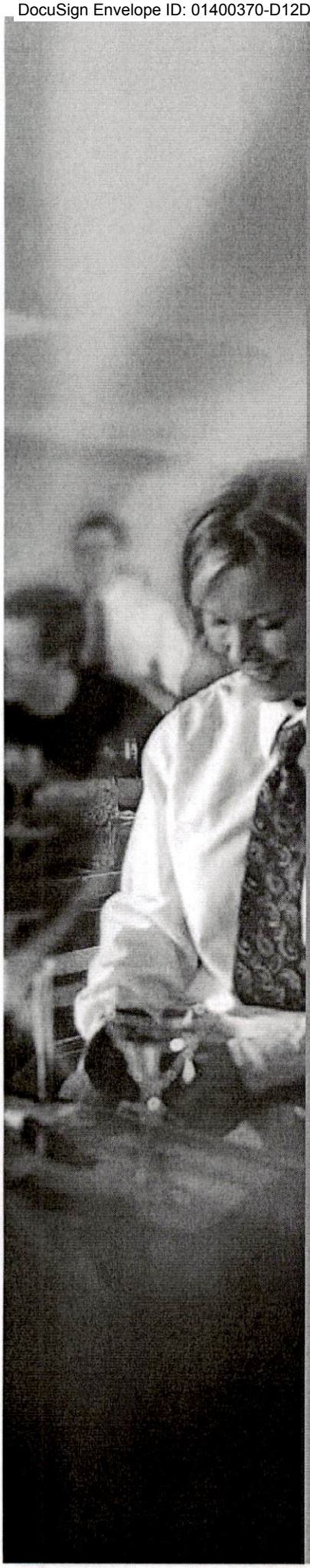
NOTARY PUBLIC

LISA A. CERNARO
Notary Public, Georgia
HOUSTON COUNTY
MY COMMISSION EXPIRES

Expires April 5, 2026

Rev. 7/2021

DocuSign Envelope ID: 01400370-D12D-46A4-96B4-5A0EFE01237A



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 # 25101695
CARD # 25417802

ServSafe
National Restaurant Association

ServSafe Alcohol® CERTIFICATE

JOSEPH KIEFER
NAME

3/30/2024
DATE OF EXAMINATION

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

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

Sherman Brown
Executive Vice President, National Restaurant Association Solutions

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

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.**

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 v.1711

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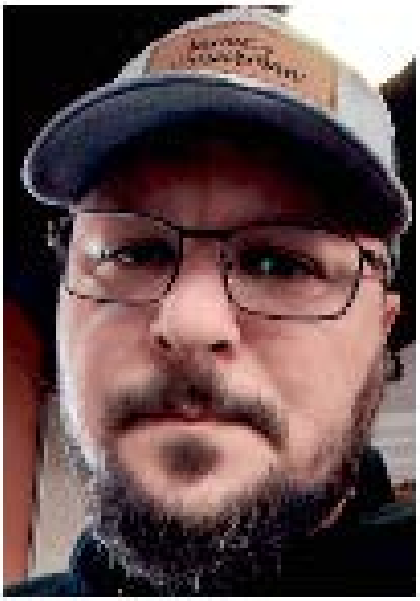
Joseph Kiefer



AH001296

ALCOHOL HANDLER

EXP: 12/31/2024

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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: TREY Last Name: YAUN

Home Address: 214 PERTH CT City: WARNER ROBINS State: GA Zip: 31088

Home Phone #: [redacted] Email: info@mercervillagepizza.com

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

Mailing Address: SAME City: State: Zip:

- ☑ **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

3/19/2024
Date

I hereby certify that TREY YAUN 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.

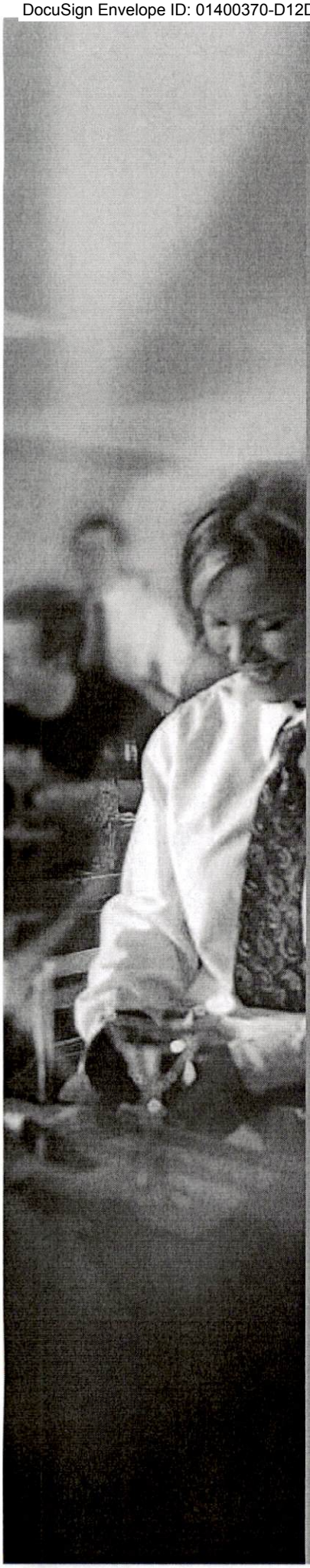
This 19th day of MARCH, 2024

Lisa A Cernaro
NOTARY PUBLIC

LISA A. CERNARO
Notary Public, Georgia
HOUSTON COUNTY
My Commission Expires April 5, 2026

MY COMMISSION EXPIRES

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

ID # 25103892
CARD # 25420664

ServSafe
National Restaurant Association

ServSafe Alcohol® CERTIFICATE

TREY YAUN
NAME

4/1/2024
DATE OF EXAMINATION

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

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

Sherman Brown
Executive Vice President, National Restaurant Association Solutions

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17110801 v.1711

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

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

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

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

Recycled Paper

Trey Yaun

AH001297

ALCOHOL HANDLER

EXP: 12/31/2024

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AFFIDAVIT

COMES NOW, Robert J. Aromatorio, Registered Agent for Mercer Village Pizza, Inc.[hereinafter "MVP"] and Mercer Legacy Group, Inc.[Hereinafter "Legacy"] and says as follows:

Joseph Kiefer is the majority stockholder in MVP, holding 75% of the issued shares;

Joseph Kiefer is the sole shareholder of Legacy, holding 100% of the issued shares;

Joseph Kiefer is filing an application for an Alcohol License for Mercer Village Pizza; and,

Legacy is the holding company for all real estate properties, including leases such as the one pertaining to the property referenced in the application.

Further affiant sayeth not,

So executed this 1st day of April, 2024.

Mercer Village Pizza, Inc.
Mercer Legacy Group, Inc.

_____
Robert J. Aromatorio
Registered Agent

Lisa A Cernaro
Notary

LISA A. CERNARO
Notary Public, Georgia
HOUSTON COUNTY
My Commission Expires April 5, 2026

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LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into as of the 9 day of Feb, 2024 (the "Effective Date") by and between **THE CORPORATION OF MERCER UNIVERSITY**, a nonprofit corporation organized and existing under the laws of the State of Georgia (hereinafter referred to as **"Lessor"**) and **MVP LEGACY GROUP, INC.**, a corporation organized and existing under the laws of the State of Georgia (hereinafter referred to as **"Lessee"**).

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

1.0. Description of Leased Premises.

1.1. Lessor hereby leases to Lessee and Lessee rents from Lessor that certain space in the commercial building located at 1635-A Montpelier Avenue, Macon, Georgia 31207 (the "Building"), said space being shown in yellow on that certain floor plan prepared by Brittain Thompson Bray Brown, Inc., and being marked as Mercer – Montpelier Properties Project No. 27-008, a copy of which is attached hereto as Schedule A and incorporated herein by this reference (the "Premises"). The total square footage of the Premises shall be deemed to be 3,036 usable square feet. Premises includes outdoor seating area and sidewalk identified in Schedule A shown in yellow.

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

2.0. Term.

2.1. This Lease shall be fully effective on the Effective Date. The Lessee shall have and hold the Premises for a term (the "Initial Term") commencing on the Commencement Date, which shall be the date of occupancy of the Premises by Lessee. Unless sooner terminated as herein provided, the Initial Term shall end at 11:59 p.m. on the last day of the sixtieth (60th) full calendar month following the Commencement Date (said date being the "Expiration Date"). Lessor and Lessee agree to memorialize the Commencement Date and the Expiration Date of this Lease by executing the Commencement Date Agreement attached hereto as Schedule B and incorporated herein by this reference.

2.2. Subject to Lessor's written consent, Lessor grants Lessee an option to renew this Lease for one (1) sixty (60) month term (the "Renewal Term") after the expiration of the Initial Term on the same terms as this Lease. Lessee shall give Lessor written notice of its intention to renew this Lease at least six (6) months prior to the expiration of the Initial Term or any Renewal Term.

2.3. Notwithstanding the foregoing language in 2.1 hereof, Lessee may occupy the Premises immediately upon the execution of this Lease upon presentment of insurance to Lessor in accordance with Section 8.2 hereof.

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3.0. Rent.

3.1. No rent will be payable by Lessee to Lessor under this Lease for the first twelve (12) months following the Commencement Date.

3.2. After the twelfth (12th) full calendar month following the Commencement Date, Lessee agrees to pay to Lessor, at the times and in the manner specified in this Lease, rent ("Rent") in an amount equal to $1,200.00 per month in advance beginning on the thirteenth (13th) month following the Commencement Date and continuing on the first day of each month thereafter.

3.3. Rent will increase on the annual anniversary of the Commencement Date by $250.00 from the Rent paid the previous year beginning on the 25th Month and will increase each subsequent annual anniversary of the Commencement Date by $250.00 thereafter.

3.4. Lessee shall keep adequate books and records of account with respect to its financial condition and operation of the Premises, in accordance with generally accepted accounting principles ("GAAP") consistently applied or such other method.

3.5. All Rent required hereunder shall be made payable to Lessor and delivered to Mercer University, Office of Auxiliary Services, 1501 Mercer University Drive, Macon, Georgia 31207.

3.6. If the Rent payable for any month is paid and accepted after the fifth (5th) day of the month, a late charge fee of $50.00 will be due by Lessee. Moreover, Lessee shall be charged $35.00 for any Rent check returned by any financial institution for insufficient funds.

3.7. In addition to Rent and other expenses noted in this Lease, Lessee agrees to pay all personal property taxes and sales taxes (local, state, and federal) associated with the Premises.

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4.0. Use of the Premises.

4.1. The Premises are leased to the Lessee for use in the operation of a pizza restaurant with alcohol sales.

4.2. Lessee will conform to and comply with all applicable municipal, county, state and federal ordinances, laws, rules and regulations in using the Premises including Title IX of the Education Amendments of 1972.

5.0. Duty to Maintain and Repair.

5.1. By taking possession of the Premises leased under this Lease, Lessee accepts the Premises as being in good sanitary order, condition, and repair and acknowledges that no representations of warranty as to condition of the Premises have been made by the Lessor. Lessee, at Lessee's sole cost and expense, shall keep the Premises and every part thereof in good condition and repair. Lessee agrees that it shall, except for those repairs that Lessor is expressly obligated to make hereunder, at its own expense, keep the demised Premises in good repair and rentable condition, and all repairs shall be made with the same quality and size of materials as those being replaced and repaired.

5.2. Lessee waives all rights to make repairs at the expense of Lessor as provided in any law, statute, or ordinance now or subsequently in effect. Upon the expiration or earlier termination of this Lease, Lessee shall surrender the Premises to Lessor in the same condition as when received, ordinary wear and tear excepted. No representations respecting the condition of the Premises or the Building have been made by Lessor to Lessee except as specifically stated in this Lease.

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

6.0. Alterations, Additions, and Improvements.

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

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

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

(b) If the alterations, additions, or changes are required as a result of the condition or nature of the Premises at the time of execution of this Lease, not caused by use of the Premises by Lessee, and relate to a portion of the Premises which Lessor has agreed to maintain or repair, Lessor will make them and bear all expense connected with such alterations, additions, or changes.

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

7.0. Utilities and Services to the Premises.

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

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

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

8.0. Liability and Insurance.

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

8.2. Lessee, at Lessee's expense, will carry and maintain in full force and effect during the term of this Lease, and any extension or renewal thereof, comprehensive general public liability insurance with respect to the Premises in an amount of not less than one million dollars ($1,000,000) for each occurrence and not less than three million dollars ($3,000,000) in the aggregate, with a carrier and in form acceptable to Lessor. Such policy or policies shall name the Lessor as an additional insured, and Lessee shall deposit copies or certificates of such insurance with Lessor. This insurance shall contain a waiver of any subrogation or recovery rights against the Lessor, and such insurance provided by Lessee shall be primary and non-contributory to any insurance possessed by Lessor.

8.3. Lessor, at Lessor's expense, will carry and maintain throughout the term of this Lease, with solvent and responsible companies, fire insurance with standard "all risk" coverage for the Building and the Premises.

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

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

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

9.0. Taxes or Assessments.

Any taxes and other assessments that may be levied upon Lessee's personal property located upon the Premises shall be paid by Lessee at the time when the same shall be due and payable.

10.0. Assignment and Subletting.

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

11.0. Signs.

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

12.0. Environmental Covenant.

Lessee hereby covenants and agrees not to conduct nor permit in the Premises either the generation, treatment, storage or disposal of any hazardous substances and materials or toxic substances of any kind as described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6901 *et seq.*), any regulations adopted under these acts, or any other present or future federal, state, county, or local laws or regulations concerning environmental protection, and Lessee shall prohibit its assignees, employees, agents and contractors (collectively, "Permittees") from doing so; and Lessee shall indemnify, defend and hold Lessor and its governing board, agents and employees harmless from all foreseeable and unforeseeable, direct or consequential losses, costs, damages, liabilities, fines, prosecutions, judgments, litigation, and expenses, including but not limited to, clean-up costs, court costs and reasonable attorneys' fees actually incurred arising out of any violation of the provisions of this Section 12.0 by Lessee or its Permittees. The indemnity contained in this Section shall survive the termination of this Lease.

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13.0. Default.

13.1 The occurrence of any one or more of the following shall constitute an Event of Default under this Lease:

(a) If Lessee shall fail to timely pay any Rent or any other charge or assessment when due and such payment is not made within five (5) days of receipt of written notice by Lessor of such failure to timely pay; or

(b) If Lessee fails to cease any conduct prohibited by this Lease within three (3) days after receipt of written notice from Lessor requesting cessation thereof; or the failure of Lessee to cease any conduct or eliminate any condition which poses a danger to person or property within twenty-four (24) hours of receipt of written notice from Lessor requesting cessation of such conduct or elimination of such conditions; or

(c) If Lessee shall be in default in performing any of the terms or provisions of this Lease other than the provisions requiring the payment of Rent, and fails to cure such default within fifteen (15) days after the date of receipt of written notice of such default from Lessor, unless such default is of a nature that it cannot reasonably be cured within fifteen (15) days, in which case, as long as Lessee commences cure of the default within such fifteen (15) day period and thereafter diligently pursues the cure, Lessee shall be afforded such additional time as is necessary to complete cure of the default (but in no event shall such cure take or be anticipated to take longer than ninety (90) days to complete); or

(d) If Lessee is adjudicated as bankrupt; or if a receiver is appointed for Lessee's property and such receiver is not removed within sixty (60) days after written notice from Lessor to Lessee to obtain such removal; or if, whether voluntarily or involuntarily, Lessee takes advantage of any debtor relief proceedings under any present or future law, whereby the Rent or any part thereof, is, or is proposed to be, reduced or payment thereof deferred; or if Lessee's property interests of any kind should be levied upon or attached under process against Lessee, not satisfied or dissolved within thirty (30) days after written notice from Lessor to Lessee to obtain satisfaction thereof.

14.0. Lessor's Remedies.

14.1. Upon the occurrence of an Event of Default, Lessor shall have the option to do and perform any one or more of the following, in addition to, and not in limitation of, any other remedy or right permitted or allowed by law or in equity or by the provisions of this Lease:

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(a) Lessor, with or without terminating this Lease, may immediately, or at any time thereafter while such uncured Event of Default is continuing, re-enter the Premises and correct or repair any condition which shall constitute a failure on Lessee's part to keep, observe, perform, satisfy or abide by any term, condition, covenant, agreement or obligation of this Lease, or Lessor's rules and regulations or of any notice given Lessee by Lessor pursuant to the terms of this Lease, and Lessee shall fully reimburse and compensate Lessor for all actual and reasonable expenses incurred by Lessor upon written demand.

(b) Lessor, with or without terminating this Lease, may immediately, or at any time thereafter while such uncured Event of Default is continuing, demand in writing that Lessee vacate the Premises, whereupon Lessee shall at once vacate the Premises and remove all of Lessee's personal property from the Premises, within ten (10) days of receipt by Lessee of such notice; after said 10-day period, Lessor shall have the right to re-enter and repossess itself of the Premises, and remove all persons and personal property from the Premises, using such force as may be necessary and, as long as Lessor complies with applicable laws, Lessor shall not be deemed guilty of trespass, forcible entry, detainer or any other tort. Any such demand, re-entry and repossession of the Premises by Lessor shall not of itself constitute an acceptance by Lessor of a surrender of this Lease or of the Premises by Lessee, and shall not of itself constitute a termination of this Lease by Lessor.

(c) Lessor, with or without terminating this Lease, may immediately, or at any time thereafter while such uncured Event of Default is continuing, re-enter and re-let the Premises, or any portion thereof, at such rental and upon such other terms and conditions as Lessor in its reasonable discretion may deem advisable, and Lessor may clean the Premises and make any alterations or repairs to the Premises which it may deem reasonably necessary or proper to facilitate such reletting; and, Lessee shall pay all reasonable costs of such reletting, including, but not limited to the cost of any such cleaning, alterations or repairs to the Premises, attorneys' fees actually incurred, leasing inducements and brokerage commissions; and, if this Lease shall not have been terminated, Lessee shall continue to pay all Rent due under this Lease up to and including the date of the first payment of Rent by any substitute tenant of part or all of the Premises and, thereafter, Lessee shall pay monthly during the remainder of the Initial Term (excluding renewal terms not exercised by Lessee) the difference between the Rent collected from any such subsequent tenant or tenants and the Rent reserved in this Lease, however, Lessee shall not be entitled to receive any excess of any such Rent collected over the Rent reserved herein. Any rental collected from a replacement tenant shall be used to offset Lessee's liability and obligations hereunder on a month-to-month basis.

(d) Lessor may immediately, or at any time thereafter while such uncured Event of Default is continuing, terminate this Lease, and this Lease shall be deemed to have been terminated upon receipt by Lessee of written notice of such termination; upon such termination, Lessor shall recover from Lessee all damages Lessor may suffer by reason of such termination, including, without limitation, all arrearages in Rent, the cost (including court costs and reasonable attorneys' fees actually incurred) of recovering possession of the Premises, the cost of cleaning the Premises and the reasonable cost of alterations of or repair to the Premises which is necessary or proper to prepare the Premises for reletting.

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14.2. If Lessor re-enters the Premises, or terminates this Lease, pursuant to any of the provisions of this Lease, then so long as Lessor complies with all applicable laws, Lessee hereby waives all claims for damage which may be caused by such re-entry or Lease termination by Lessor. Lessee shall and does hereby indemnify, defend and hold harmless Lessor from any loss, cost (including court costs and reasonable attorneys' fees) or damages suffered by Lessor by reason of such re-entry or Lease termination, which indemnification shall survive termination of this Lease. No such re-entry or Lease termination shall be considered or construed to be a forcible entry.

14.3. The exercise by Lessor of any one or more of the rights and remedies provided in this Lease shall not prevent the subsequent exercise by Lessor of any one or more of the other rights and remedies herein provided. All remedies provided for in this Lease are cumulative and may, at the election of Lessor, by exercised alternatively, successively or in any other manner and are in addition to any other rights provided for or allowed by law or in equity.

15.0. Non-Waiver; Time of Essence.

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

16.0. Binding on Successors and Assigns.

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

17.0. Entire Agreement; Usufruct.

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

18.0. Headings.

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

19.0. Quiet Enjoyment.

On payment of the Rent and performance of the covenants and agreements hereunder, Lessee shall peaceably have and enjoy the Premises and all of the rights, privileges and appurtenances granted, subject, nevertheless, to all matters of record. Notwithstanding the foregoing, Lessor shall have the right to enter at reasonable times to inspect the Premises.

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If addressed to the Lessor:

The Corporation of Mercer University
1501 Mercer University Drive
Macon, Georgia 31207
Attention: Associate Vice President for Auxiliary Services
Phone: (478) 301-2741

With copy to:

Mercer University
Office of General Counsel
1501 Mercer University Drive
Macon, Georgia
Attn: General Counsel
Phone: (478) 301-2771

or as to any party, at such other address as such party may specify to the other party in a Notice given in compliance with this paragraph. Any such Notice given by mail shall be deemed to have been delivered two (2) business days after the date mailed, and any Notice given by fax shall be deemed to have been delivered when sent by fax and acknowledgement (or other proof) of receipt is received back.

26.0. Counterparts.

This Lease may be executed in separate counterparts, each of which shall be deemed an original, but which together shall constitute only one instrument. The exchange of copies of this Lease and of signature pages by facsimile or .pdf transmission or other electronic means shall constitute effective execution and delivery of this Lease as to the parties and may be used in lieu of the original Lease for all purposes. Signatures of the parties transmitted by facsimile, .pdf or other electronic means shall be deemed to be their original signatures for any purposes whatsoever.

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[Signatures to follow on next page.]

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

LESSOR:

THE CORPORATION OF MERCER UNIVERSITY

By: _____

Name: James S. Netherton, Ph.D.
Its: Executive Vice President for Administration and Finance
Date Executed by Lessor: 2/9/24

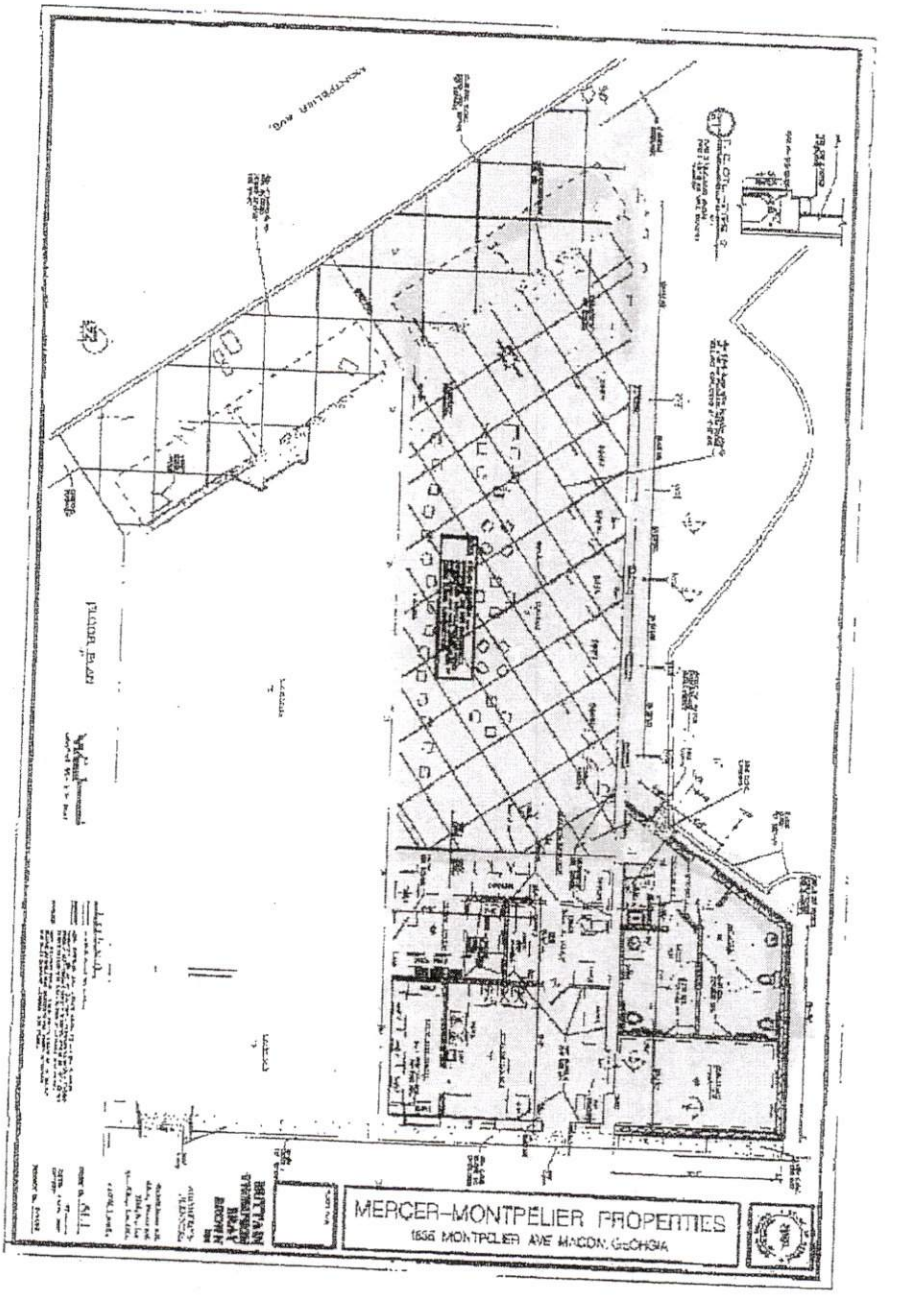
LESSEE:

By: MVP Legacy Group, LLC
Its: President/CEO

Date Executed by Lessee: 09 February 2024

SCHEDULE A

Brittain Thompson Bray Brown, Inc.
Mercer – Montpelier Properties Project No. 27-008



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SCHEDULE B

THIS COMMENCEMENT DATE AGREEMENT (this "Agreement") is made and entered into this 9 day of Feb, 2024 by and between THE CORPORATION OF MERCER UNIVERSITY, a nonprofit corporation organized and existing under the laws of the State of Georgia ("Lessor") and MVP LEGACY GROUP, INC., a corporation organized and existing under the laws of the State of Georgia (hereinafter referred to as "Lessee")

WHEREAS, Lessor and Lessee entered into a lease, dated effective as of 2/9/24, 2024 (the "Lease"), for certain space in the commercial Building located at 1635 -A Montpelier Avenue, Macon, Georgia: and

WHEREAS, Lessor and Lessee desire to memorialize the Commencement Date and the Expiration Date of the Initial Term of the Lease;

NOW, THEREFORE, pursuant to the provisions of Section 2.1 of the Lease, Lessor and Lessee mutually agree as follows:

1. Lessee is in possession of, and has accepted, the Premises demised by the Lease.
2. The Commencement Date of the Initial Term is 2/9/24 and the Expiration Date of the Initial Term is 2/8/29.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement, this 9 day, of Feb, 2024

LESSOR:

THE CORPORATION OF MERCER UNIVERSITY
By: James S. Netherton
Name: James S. Netherton, Ph.D.
Its: Executive Vice President for Administration and Finance
Date: 2/9/24

LESSEE:
By: MVP Legacy Group, Inc
Name: [illegible]
Its: President / CEO
Date: 09 February 2024

DocuSign Envelope ID: 01400370-D12D-46A4-96B4-5A0EFE01237A

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: 3/19/24

Business Name: MERCER VILLAGE PIZZA

I hereby certify that JOSEPH KIEFER (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 19th day of March, 2024.

Lisa A Cernaro

NOTARY PUBLIC

LISA A. CERNARO
Notary Public, Georgia
HOUSTON COUNTY
My Commission Expires April 5, 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: _____ Date: 3/19/24
(If different from Agent)

Title: TREY YAUN, VICE PRESIDENT

Business Name: MERCER VILLAGE PIZZA

I hereby certify that TREY YAUN (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 19th day of March, 2024

Lisa A. Cernaro

NOTARY PUBLIC

April 5, 2026

MY COMMISSION EXPIRES

LISA A. CERNARO
Notary Public, Georgia
HOUSTON COUNTY
My Commission Expires April 5, 2026

DocuSign Envelope ID: 01400370-D12D-46A4-96B4-5A0EFE01237A

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: MERCER VILLAGE PIZZA

Business Address: 1635-A MONTPELIER AVENUE, 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 the following items: at least four pounds each of five different types of fresh fruits or vegetables; four pounds of fresh, raw beef, chicken, or pork; four dozen fresh chicken eggs; four pounds of bread; and four gallons fresh cow's milk. Food Marts shall be required to maintain a food scale certified by the Georgia Department of Agriculture for the purpose of verifying compliance with this definition. Food Marts shall purchase food items for resale from lawful fresh food wholesalers, and shall be required to produce invoices reflecting the sources of food products sold upon demand by County officials. If an insufficient quantity of an item is present in the Food Mart, Macon-Bibb County may consider receipts or other evidence to determine whether a sufficient good faith effort was made to comply with the minimum item quantity requirements. The term "Food Mart" does not include Drugstores, Gas Stations, Grocery Stores, Small Box Discount Stores, Specialty Stores, or Vice Marts; provided that 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.

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☐ **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
JOSEPH KIEFER

March 19, 2024
Date

DocuSign Envelope ID: 01400370-D12D-46A4-96B4-5A0EFE01237A

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.

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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 imagecapture.
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 thealcohol licensure of such business, up to and including the revocation or denial of all existing alcohol licenses held by such licensee.

Business Name: MERCER VILLAGE PIZZA

Business Address: 1635-A MONTPELIER AVENUE, MACON GA 31207

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

March 19, 2024

Date

TREY YAUN

DocuSign Envelope ID: 01400370-D12D-46A4-96B4-5A0EFE01237A

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

Signature	Print Name	Date
	JOSEPH KIEFER	3-19-2024

DocuSign Envelope ID: 01400370-D12D-46A4-96B4-5A0EFE01237A

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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Signature	Print Name	Date
	TREY YAUN	3-19-2024

DocuSign Envelope ID: 01400370-D12D-46A4-96B4-5A0EFE01237A

Alcohol License Questionnaire

Name of Business: MERCER VILLAGE PIZZA
Owner's Name: JOSEPH KIEFER
Address: 401 OLD BRIDGE RD
WARNER ROBINS, GA 31088

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 (N)

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) N

JOSEPH KIEFER
Printed Name of Person Completing Form

Signature of Person Completing Form

March 19, 2024
Date

DocuSign Envelope ID: 01400370-D12D-46A4-96B4-5A0EFE01237A

Alcohol License Questionnaire

Name of Business: MERCER VILLAGE PIZZA
Owner's Name: TREY YAUN
Address: 214 PERTH CT.
WARNER ROBINS, GA 31088

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 N

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 N

TREY YAUN
Printed Name of Person Completing Form

Signature of Person Completing Form

March 19, 2024
Date

DocuSign Envelope ID: 01400370-D12D-46A4-96B4-5A0EFE01237A

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: MERCER VILLAGE PIZZA

Business Address: 1635-A MONTPELIER AVENUE MACON, GA 31201

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

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

Applicant/Agent Signature — Date: March 19, 2024

JOSEPH KIEFER

DocuSign Envelope ID: 01400370-D12D-46A4-96B4-5A0EFE01237A

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 #

DocuSign Envelope ID: 01400370-D12D-46A4-96B4-5A0EFE01237A

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: JOSEPH KIEFER, 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% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

JOSEPH KIEFER 75%

TREY YAUN 25%

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.

JOSEPH KIEFER
Print and Sign Name

Sworn to and subscribed before me this 19th day of March, 2024.

Lisa A Cernaro
Notary Public
My commission expires:

LISA A. CERNARO
Notary Public, Georgia
HOUSTON COUNTY
My Commission Expires April 5, 2026

Rev. April 2022
See O-22-0011

DocuSign Envelope ID: 01400370-D12D-46A4-96B4-5A0EFE01237A

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: TREY YAUN
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% of more in the subject entity, or who exercise legal control of the entity. Use additional sheets if needed.

JOSEPH KIEFER 75%

TREY YAUN 25%

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.

TREY YAUN
Print and Sign Name

Sworn to and subscribed before me this 19th day of March, 2024.

Lisa A Cernaro
Notary Public
My commission expires:

LISA A. CERNARO
Notary Public, Georgia
HOUSTON COUNTY
My Commission Expires April 5, 2026

Rev. April 2022
See O-22-0011

DocuSign Envelope ID: 01400370-D12D-46A4-96B4-5A0EFE01237A

Macon-Bibb County
Certificate of Good Standing

1. Name and Title of the applicant: JOSEPH KIEFER OWNER OF BUSINESS
2. Name of the subject of this Certificate, if different from the applicant:
MERCER UNIVERSITY 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% of 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

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

Sworn to and subscribed before me this 29 day of February, 20 24.

Barbara Short
Notary Public
My commission expires: 7-16-2024

BARBARA SHORT NOTARY PUBLIC BIBB COUNTY, GA

Rev. April 2022
See O-22-0011

DocuSign Envelope ID: 01400370-D12D-46A4-96B4-5A0EFE01237A

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 4/11/2024 (Date) DS SD (Initials)

Comments

After review, legal recommends approval.

Initials

DS SF 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

OFFICE USE ONLY
ALCOHOL APPLICATION

Applicant Name: Joseph Kiefer: Fingerprints Completed: 04.02.2024
Trey Yaun: Fingerprints Completed: 04.08.2024

Business Name: Mercer Village Pizza Inc dba Mercer Village Pizza

Business Address: 1635 A Montpelier Ave, Macon, GA 31201

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

Granted DocuSigned by: 4/10/2024
1C561778CDEE414...
Sheriff, Macon-Bibb County, Georgia **Date**

Denied
Sheriff, Macon-Bibb County, Georgia **Date**

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

Granted
Mayor, Macon-Bibb County, Georgia **Date**

Denied
Mayor, Macon-Bibb County, Georgia **Date**

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

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

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

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 BRENDALYN BAILEY**

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE A SUPPLEMENTAL APPROPRIATION OF $2,000,000.00 FROM SHERIFF'S COMMISSARY FUND - FUND BALANCE FOR THE PURPOSE OF PURCHASING ADDITIONAL MAGNETIC LOCKS AND OTHER IMPROVEMENTS TO THE JAIL; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 24, 2023, the Macon-Bibb County Commission adopted ordinance O-23-0036, establishing the FY24 budget, said ordinance to become effective on July 1, 2023; and

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

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

Section 1.

The Commission hereby approves a supplemental appropriation in the amount of $2,000,000.00 from Sheriff's Commissary Fund - Fund Balance to the Sheriff's Commissary Fund – Building & Building Improvements and Sheriff's Commissary Fund – Contract Services line items, in accordance with the Budget Amendment Form attached hereto and incorporated herein as Exhibit A, for the purpose of providing for the purchase of additional magnetic locks and improvements to the jail.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

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

_____
LESTER M. MILLER, MAYOR

ATTEST: _____
JANICE S. ROSS, CLERK OF COMMISSION

Q:\ORD MACON-BIBB\2024 Miller Supplemental from Sheriff's Commissary Fund for Jail Repairs - $2,000,000.docx

EXHIBIT A

Macon-Bibb County

July 1, 2023 to June 30, 2024

Budget Amendment

Amendment Number:

Supplemental	X
Department	
Administrative	

Date of Request: 03.04.24 **Department:** Sheriff

Transfer From:

Account Title	Account Number	Amount
Transfer from Fund Balance	213.505500	2,000,000.00
	Total	2,000,000.00

Transfer To:

Account Title	Account Number	Amount
Building & Building Improvements	213.3301.541300	1,000,000.00
Contract Services	213.3301.523850.001	1,000,000.00
	Total	2,000,000.00

Reason for Transfer:

Supplemental to cover additional magnetic locks and improvements to Jail.

Approvals:	Initials	Date
Department Head Initials/Date	CJW	3/4/24
Budget Officer Initials/Date		
Finance Officer Initials/Date		
County Manager Initials/Date		

Finance Complete Transfer

Initials/Date

Notes to file:

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 BRENDALYN BAILEY**

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $70,000.00 FROM GENERAL FUND – FUND BALANCE TO THE BOARD OF ELECTIONS – CONTRACT LABOR – CONTRACTUAL SERVICES LINE ITEM FOR THE PURPOSE OF FUNDING TEMPORARY WORKERS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 24, 2023, the Macon-Bibb County Commission adopted ordinance O-23-0036, establishing the FY24 budget, said ordinance to become effective on July 1, 2023; and

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

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

Section 1.

The Commission hereby approves a supplemental appropriation of up to $70,000.00 from General Fund, Fund Balance to the Board of Elections budget – Contract Labor -Contractual Services line item, for the purposes stated in, and in accordance with, the transfer document attached hereto at Exhibit A, and incorporated herein by reference.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

[Signatures on the following page.]

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

_____
LESTER M. MILLER, MAYOR

ATTEST: _____
JANICE S. ROSS, CLERK OF COMMISSION

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EXHIBIT A

Macon-Bibb County

July 1, 2023 to June 30, 2024

Budget Amendment

Amendment Number:

Supplemental	X
Department	1400
Administrative (check a box)	

Date of Request: 3/25/2024 Department: MBC Board of Elections

Transfer From:

Account Title	Account Number	Amount
	Total	0.00

Transfer To:

Account Title	Account Number	Amount
Contract Labor Temporary Worker	100.1400.523850.005	70,000.00
	Total	70,000.00

Reason for Transfer-

This account has been utitilized more this fiscal budget due to full-time and part-time staff vacancies; therefore to meet the demands of Elections as well as the daily workload maintained by registration, tech for voting equipment and other elections scheduled needs the temporaries were utilized in many jobs that were needed.

In review of the Salaries and Wages Full Time as of March 25, 2025, budget is only at 46%, and part-time budget is at 59%; the resolution would be to hired staff and this time training is limited.

Approvals:	Initials	Date	
Department Head Initials/Date	TJB	3-25	2024
Budget Officer Initials/Date			2024
County Manager Initials/Date			2024

Finance Complete Transfer

Initials/Date _____ 2024

Notes to file:

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 BRENDALYN BAILEY**

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE VARIOUS INTRA-DEPARTMENTAL BUDGET TRANSFERS WITHIN THE CODE ENFORCEMENT, INFORMATION TECHNOLOGY, TAX ASSESSORS, FACILITIES MANAGEMENT, BOARD OF ELECTIONS, AND PUBLIC WORKS DEPARTMENTAL BUDGETS, AS SPECIFIED HEREIN; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on June 24, 2023, the Macon-Bibb County Commission adopted ordinance O-23-0036, establishing the FY24 budget, said ordinance to become effective on July 1, 2023; and

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

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

Section 1.

The Commission hereby approves those intradepartmental budget transfers as collectively shown in Exhibit A, attached hereto and incorporated herein by reference.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

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

_____
LESTER M. MILLER, MAYOR

ATTEST: _____
JANICE S. ROSS, CLERK OF COMMISSION

\\tc-storage.maconbibb.us\countyattstorage\ORD MACON-BIBB\2024 Miller Authorizing Internal Transfer of Funds for 6 Departments 4-12-24.docx

EXHIBIT A

Macon-Bibb County

July 1, 2023 to June 30, 2024

Budget Amendment

Amendment Number:

Supplemental
Department
Administrative
(check a box)

Date of Request: 03/19/2024 Department: Information Technology

Transfer From:

Account Title	Account Number	Amount
Computer Software	100.1535.1004.542410	25,000.00
	Total	25,000.00

Transfer To:

Account Title	Account Number	Amount
Professional Services Consulting Fees	100.1535.1004.521200.008	25,000.00
	Total	25,000.00

Reason for Transfer-

This is for the GIS infrastructure cloud deployment- is for $25,000

Approvals:	Initials	Date
Department Head Initials/Date	KM	3/19 2024
Budget Officer Initials/Date		2024
Finance Officer Initials/Date		2024
County Manager Initials/Date	EM	3/19 2024

Finance Complete Transfer
Initials/Date _____ 2024

Notes to file:

RECEIVED
MAR 19 2024
BY: SLT

Macon-Bibb County

July 1, 2023 to June 30, 2024

Budget Amendment

Amendment Number:

Supplemental

Department

Administrative

(check a box)

Date of Request: 4/1/2024 | Department: GIS | Information Technology

Transfer From:

Account Title	Account Number	Amount
Repairs and Maint Hardware	100.1535.1004.522200.008	63,286.19
Operating Supplies Cartridge	100.1535.1004.531100.004	5,000.00
Operating Supplies Office	100.1535.1004.531100.003	3,328.00
Contracted Labor	100.1535.1004.523580.001	15,402.20
Dues and Fees	100.1535.1004.523600.001	340.00
Operating Supplies General	100.1535.1004.531100.001	1,430.05
	Total	88,786.44

Transfer To:

Account Title	Account Number	Amount
Professional Services	100.1535.1004.521200.008	88,786.44
	Total	88,786.44

Reason for Transfer-

Cover expenses for GIS infrastructure upgrade

Approvals:	Initials	Date
Department Head Initials/Date	Keith Moffett >	1-Apr 2024
Budget Officer Initials/Date		2024
Finance Officer Initials/Date		2024
County Manager Initials/Date	Keith Moffett >	2024
Finance Complete Transfer Initials/Date		2024

Notes to file:

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APR 01 2024
BY: SLT

Macon-Bibb County

July 1, 2023 to June 30, 2024

Budget Amendment

FY 24

Amendment Number:

Supplemental	
Department	X
Administrative	
(check a box)	

Date of Request: 3/18/24 Department: Tax Assessors

Transfer From:

Account Title	Account Number	Amount
Salaries and Wages	1550.511100.001	40,000.00
	Total	40,000.00

Transfer To:

Account Title	Account Number	Amount
Contract Labor	1550.523850.001	40,000.00
	Total	40,000.00

Reason for Transfer-

Pending O/B

Approvals:	Initials	Date
Department Head Initials/Date	AC	3.18 2024
Budget Officer Initials/Date		2024
Finance Officer Initials/Date		2024
County Manager Initials/Date		2024
Finance Complete Transfer Initials/Date		2024

Notes to file:

Our office had to contract out more work in order to complete the 2023 appeals due to vacancies.

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MAR 19 2024
BY: SLT

Macon-Bibb County ATTN: Christy Iuliucci *Amendment Number:* _____

July 1, 2023 to June 30, 2024

Budget Amendment

Supplemental	x
Department	
Administrative	
(check a box)	

Date of Request: 3/19/2024 Department: Public Works

Transfer From:

Account Title	Account Number	Amount
Contract Labor Contractual Services	100.4000.4200.523850.001	75,000.00
	Total	75,000.00

Transfer To:

Account Title	Account Number	Amount
Operating Suoolies Construction	100.4000.4200.531100.016	75,000.00
	Total	75,000.00

Reason for Transfer-

To pay for material used in day to day operations. Asphalt, Concrete, Rocks, Etc.

Approvals:	Initials	Date
Department Head Initials/Date	TKW	19-Mar 2024
Budget Officer Initials/Date		2024
County Manager Initials/Date		2024
Finance Complete Transfer Initials/Date		2024

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MAR 19 2024
BY: SLT

Notes to file:

Macon-Bibb County

July 1, 2023 to June 30, 2024

Budget Amendment

Amendment Number:

Supplemental	
Department	
Administrative (check a box)	x

Date of Request: 3/29/2024 Department: Code Enforcement

Transfer From:

Account Title	Account Number	Amount
Communications Cell Phone	100.7200.523200.004	18,600.00
Education & Training Registration	100.7200.523700.001	16,200.00
Travel Hotels/Food Other	100.7200.523500.001	16,300.00
	Total	51,100.00

Transfer To:

Account Title	Account Number	Amount
Small Equipment & Improvements General	100.700.531600.001	51,100.00
	Total	51,100.00

Reason for Transfer-

To purchase 24 new computers, 48 monitors, key pads, hardware & software for the Code Enforceme Enforcement Officers & administrative staff.

An upgrade is necessary for work performance and more data/ memory is needed.

Approvals:	Initials	Date
Department Head Initials/Date		03/28/ 2024
Budget Officer Initials/Date		2024
County Manager Initials/Date		2024

Finance Complete Transfer

Initials/Date 2024

RECEIVED

MAR 28 2024

MACON-BIBB FINANCE DEPT.

Notes to file:

Macon-Bibb County

July 1, 2023 to June 30, 2024

Budget Amendment

FY 24

Amendment Number:

Supplemental	
Department	X
Administrative	

(check a box)

Date of Request: 04/02/2024 Department: Facilities Management

Transfer From:

Account Title	Account Number	Amount
R&M - Fiber Optics	100.1565.1020.522200.024	3,000.00
R&M - Elevator	100.1565.1020.522200.011	3,000.00
Small Equipment	100.1565.1020.531600.001	7,000.00
	Total	13,000.00

Transfer To:

Account Title	Account Number	Amount
R&M - Vehicle Outside Contract	100.1565.1020.522200.004	13,000.00
	Total	13,000.00

Reason for Transfer-

To get the account out of the red. Plus I need to enter a requisition for this account in the amount of $6,900.

Approvals:	Initials	Date
Department Head Initials/Date	Robert S. Ryals	04/02/2024 2022
Budget Officer Initials/Date		2022
Finance Officer Initials/Date		2022
County Manager Initials/Date		2022

Finance Complete Transfer

Initials/Date 2022

Notes to file:

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BY: SLT

Macon-Bibb County

July 1, 2023 to June 30, 2024

Budget Amendment

Amendment Number:

Supplemental

Department 1400

Date of Request: 3/25/2024 Department: MBC Board of Elections

Administrative

(check a box)

Transfer From:

Account Title	Account Number	Amount
Travel Hotels/Food & Other	100.1400.523500.001	8,000.00
Education/Training & Registration	100.1400.523700.001	2,200.00
Operating Supplies Cartridges	100.1400.531100.004	5,000.00
	Total	15,200.00

Transfer To:

Account Title	Account Number	Amount
Operating Supplies General	100.1400.531100.001	8,700.00
Repairs/Maint. Machines Equipment	100.1400.522200.001	3,500.00
Other Services Security Charges	100.1400.523900.008	3,000.00
	Total	15,200.00

Reason for Transfer-

Transfers are requested to coverage expenses through FY2024 budget period; and as a result of the new office moving, new election equipment purchased in FY2023 and rolled over to FY2024 budget charges; the re-installation of office security monitoring system which required additional security covered for office designed space. These event deeply affected the Elections FY2024 budget.

Approvals:	Initials	Date
Department Head Initials/Date	TJG	03/25 2024
Budget Officer Initials/Date		2024
County Manager Initials/Date		2024

Finance Complete Transfer

Initials/Date 2024

Notes to file:

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 BRENDALYN BAILEY**

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO APPROVE THE FORTY-FIFTH AMENDMENT TO THE 2018 SPLOST PROJECT TIMELINE AND BUDGET AS PRESENTED BY THE SPLOST PROJECT MANAGER; AND FOR OTHER LAWFUL PURPOSES.

Purpose: *To amend the SPLOST Project Timeline as provided herein.*

WHEREAS, on or about April 18, 2017, the Macon-Bibb County Commission approved Resolution No. R-17-0066, establishing the 2018 SPLOST Project Timeline and Budget; and

WHEREAS, since such time, the Macon-Bibb County Commission has amended such timeline forty-four times, with the most recent amendment being adopted by Resolution R-23-0236 on December 19, 2023; and

WHEREAS, a copy of the most recent amended SPLOST Project Timeline and Budget is attached hereto at Exhibit A and incorporated herein by reference; and

WHEREAS, the Macon-Bibb County Commission desires to adopt the forty-fifth amendment to the 2018 SPLOST Project Timeline and Budget for purposes of including the following adjustments:

1. Move $480,600 from 2026 Public Safety-Other to 2024 Public Safety-Other; and
2. Move $132,054 from 2025 Public Safety – IT Upgrades to 2024 Public Safety – IT Upgrades; and
3. Move $480,710 from 2026 Public Safety-IT Upgrades to 2024 Public Safety – IT Upgrades.

WHEREAS, the SPLOST Project Manager has prepared the forty-fifth amendment to the 2018 SPLOST Project Timeline and Budget which is attached hereto as Exhibit B and incorporated herein by reference (the "SPLOST Project Timeline"); 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, as follows:

1. The Commission hereby adopts and approves the forty-fifth amendment to the SPLOST Project Timeline, in substantially the same form as Exhibit B attached hereto and incorporated herein by reference.

2. The SPLOST Project Timeline shall serve as a guideline for the timing and expenditure of 2018 SPLOST Revenues.

For purposes of this Resolution, 2018 SPLOST Revenues shall mean and refer to the revenues from the one cent Special Purpose Local Option Sales and Use Tax which was approved by Resolution, dated August 6, 2016, of the Macon-Bibb County Commission with a project list as described therein for capital outlay projects which was subsequently approved by the voters of the County on November 8, 2016, on all sales and uses within the County for an indefinite period of time, as allowed under the SPLOST Law for a consolidated government, (O.C.G.A. § 48-8-111.1), to be collected until the amount of specified tax has been raised, said total amount being $280,000,000.

3. The purpose of the SPLOST Project Timeline is to provide for and ensure the orderly and appropriate expenditure of the 2018 SPLOST Revenues so that each SPLOST Project is accomplished, and the annual bond indebtedness payments satisfied without exceeding the estimated annual flow of 2018 SPLOST Revenues.

4. An Ordinance appropriating funds for each SPLOST capital outlay project shall still be required to be approved by the Macon-Bibb County Commission pursuant to the appropriation process as set forth in Section 14 of the Charter of Macon-Bibb County.

5. If the timing of a SPLOST project is to be advanced in the timeline or if the estimated budgeted amount for a SPLOST project is amended, then another SPLOST Project or combination of SPLOST Projects must be delayed from their schedule time, along with including any necessary budget adjustments to remaining SPLOST projects, so as to ensure that the annual expenditures related to SPLOST projects will never exceed the cumulative amount of available 2018 SPLOST Revenues.

6. If an Ordinance is submitted for approval of a SPLOST capital outlay project which requires amending the SPLOST Project Timeline, then such necessary amendment(s) shall be made to the SPLOST Project Timeline in conjunction with the SPLOST Project Manager and included as part of said Ordinance.

7. 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 Resolution and are hereby incorporated by reference into this provision.

8. In the event scrivener's errors shall be discovered in this Resolution or in the Exhibit(s) 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 Resolution.

9. The Commission grants the Mayor the authority to take any and all further actions necessary to carry out the intents and purposes of this Resolution.

10. 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.

11. 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.

12. 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 Adopting Forty-Fifth Adjustment To SPLOST Timeline - 4-5-24.Docx

EXHIBIT A

CURRENT SPLOST TIMELINE

2018 SPLOST

Amendment 44

PROJECT TIMELINE (MILLION DOLLARS)

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	
WALKER ROAD LANDFILL													
CLOSURE	$1,800,000				$5,656,359	$7,694,937	$3,000,000						$18,151,296
PURCHASE	$1,084,258												$1,084,258
TRANSFER													$0
TOTAL	$2,884,258	$0			$5,656,359	$7,694,937			$0				
CUMULATIVE	$2,884,258	$2,884,258	$2,884,258	$2,884,258	$8,540,617	$16,235,554	$16,235,554	$16,235,554	$16,235,554	$16,235,554	$16,235,554		
COURTHOUSE ADDITION													
COURTHOUSE	$736,593				$2,885,652	$4,000,000	$2,545,734		$9,503,944	$10,879,770			$30,551,693
PARKING DECK		$408,594	$15,000		$450,000				$3,032,074	$3,847,074			$7,752,742
COURTROOM													
JUVENILE JUSTICE		$144,213											$144,213
TOTAL	$736,593	$552,807	$15,000	$0	$3,335,652	$4,000,000	$2,545,734	$0	$12,536,018	$14,726,844	$0		
CUMULATIVE	$736,593	$1,289,400	$1,304,400	$1,304,400	$4,640,052	$8,640,052	$11,185,786	$11,185,786	$23,721,804	$38,448,648	$38,448,648		
ECONOMIC DEVELOPMENT													
INDUSTRIAL		$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$7,500,000			$2,500,000	$2,500,000		$25,000,000
OTHER (PARKING)						$3,847,468							$3,847,468
TOTAL		$2,500,000	$2,500,000	$2,500,000	$2,500,000	$6,347,468	$7,500,000	$0	$0	$2,500,000	$2,500,000		
CUMULATIVE		$2,500,000	$5,000,000	$7,500,000	$10,000,000	$16,347,468	$23,847,468	$23,847,468	$23,847,468	$26,347,468	$28,847,468		
BLIGHT REMEDIATION													
Blight Bond #2	$750,000	$581,251	$1,134,474	$1,134,474	$1,319,474	$6,621,844							$11,541,517
TOTAL	$750,000	$581,251	$1,134,474	$1,134,474	$1,319,474	$6,621,844	$0	$0	$0	$0	$0		
CUMULATIVE	$750,000	$1,331,251	$2,465,725	$3,600,199	$4,919,673	$11,541,517	$11,541,517	$11,541,517	$11,541,517	$11,541,517	$11,541,517		
DEBT RETIREMENT													
2013 A (2017refunding issue)		$718,007											$718,007
2013 B MBCUDA		$146,551	$1,700,000										$1,846,551
2015 A MBCUDA		$906,920	$900,000	$100,000	$300,000								$2,206,920
2015B MBCUDA		$422,076	$1,000,000	$1,000,000	$500,000								$2,922,076
2015 MBCIDA		$556,768	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000					$2,956,768
GMA LEASE		$2,849,678											$2,849,678
TOTAL		$5,600,000	$4,000,000	$1,500,000	$1,200,000	$400,000	$400,000	$400,000					
CUMULATIVE		$5,600,000	$9,600,000	$11,100,000	$12,300,000	$12,700,000	$13,100,000	$13,500,000	$13,500,000	$13,500,000	$13,500,000		

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	
PUBLIC SAFETY													
FIRE STATION					$2,886,158								$2,886,158
FIRE UPGRADE		$220,215	$480,710	$480,710	$480,710		$480,710	$480,710		$240,355			$2,864,120
LADDER TRUCK		$1,221,915			$962,054								$2,183,969
IT UPGRADE			$961,420		$962,054		$1,792,054		$132,054	$480,710			$4,328,292
SHERIFF VEHICLES	$275,110	$240,355	$240,355	$240,355	$240,355	$240,355	$480,710	$962,054	$240,355				$3,160,004
SHERIFF BUILDINGS	$591,310	$95,000		$1,500,000	$2,407,227								$4,593,537
TOWERS	$961,420		$1,924,066										$2,885,486
PUBLIC SAFETY OTHER				$100,000			$562,054			$480,710			$1,142,764
TOTAL	$1,827,840	$1,777,485	$3,606,551	$2,321,065	$7,938,558	$240,355	$3,315,528	$1,442,764	$372,409	$1,201,775			
CUMULATIVE	$1,827,840	$3,605,325	$7,211,876	$9,532,941	$17,471,499	$17,711,854	$21,027,382	$22,470,146	$22,842,555	$24,044,330	$24,044,330		
ROADS AND BRIDGES													
LMIG	$630,000	$939,766	$632,131	$647,825	$826,821	$846,050	$865,278	$884,506	$907,100	$922,963	$85,706		$8,188,146
BASS	$121,065	$721,065		$1,371,570		$551,270		$1,771,410	$972,385				$5,508,765
SARDIS CHURCH/SGODA RD		$5,001											$5,001
FOREST HILL	$694,537	$564,923				$3,741,000							$5,000,460
SEVENTH STREET	$370,000												$370,000
ELECTRIC BUS	$1,076,000	$140,000		$2,631,212									$3,847,212
CENTRAL CITY COMMONS			$1,068,372										$1,068,372
OTHER													$0
Jeffersonville	$140,000	$529,150	$324,000	$1,386,523	$606,303								$2,985,976
Ocmulgee Trail	$400,000												$400,000
Second Street	$2,200,000												$2,200,000
sidewalks Log Cabin		$288,000											$288,000
Sidewalks Pinehill		$100,000			$150,000		$630,000						$880,000
MGSU		$206,000	$2,500,000										$2,706,000
Navicent		$250,000											$250,000
Hollingsworth Rd Sidewalks					$288,000								
Allen Rd Signal		$29,150											$29,150
Tucker Rd Bridge		$300,000											$300,000
Jeffersonville Road Sidewalks					$1,070,809								
Old Clinton Road Sidewalk					$200,000								
Sidewalks - miscellaneous					$500,000								
TOTAL	$5,631,602	$4,073,055	$4,524,503	$6,037,130	$3,641,933	$5,138,320	$1,495,278	$2,655,916	$1,879,485	$922,963	$85,706		
CUMULATIVE	$5,631,602	$9,704,657	$14,229,160	$20,266,290	$23,908,223	$29,046,543	$30,541,821	$33,197,737	$35,077,222	$36,000,185	$36,085,891		
Stormwater Management													
VARIOUS	$2,884,280	$1,922,840	$1,922,840	$1,922,840	$1,922,840	$1,922,840	$1,922,840	$1,922,840	$961,400	$961,400	$961,400		$19,228,360
EMERGENCY	$480,710	$481,696	$481,696	$481,696	$481,696	$481,696	$481,696	$481,696	$481,696	$481,696			$4,815,974
TOTAL	$3,364,990	$2,404,536	$2,404,536	$2,404,536	$2,404,536	$2,404,536	$2,404,536	$2,404,536	$1,443,096	$1,443,096	$961,400		
CUMULATIVE	$3,364,990	$5,769,526	$8,174,062	$10,578,598	$12,983,134	$15,387,670	$17,792,206	$20,196,742	$21,639,838	$23,082,934	$24,044,334		

CULTURAL AND PUBLIC													
GRAND OPERA	$1,922,840	$1,057,012								$1,790,240			$4,770,092
HEALTH DEPT/MENTAL HEALTH		$865,278	$865,278	$865,278	$865,278	$865,278	$865,278	$865,278	$865,278	$865,278	$865,278		$8,652,780
SHURLING LIBRARY						$961,420							$961,420
COLISEUM	$590,000	$371,420	$961,420	$961,420	$1,922,840								$4,807,100
AUDITORIUM		$450,000	$1,032,000	$547,050	$3,369,278	$6,013,203							$11,411,531
TUBMAN			$482,500										$482,500
ROSE HILL						$480,988							$480,988
SMART/LAKE PARK	$100,000	$861,420											$961,420
OTHER(LW, DOUGLASS)	$2,884,260	$136,300											$3,020,560
TOTAL	$5,497,100	$3,741,430	$3,341,198	$2,373,748	$6,157,396	$8,320,889	$865,278	$865,278	$865,278	$2,655,518	$865,278		
CUMULATIVE	$5,497,100	$9,238,530	$12,579,728	$14,953,476	$21,110,872	$29,431,761	$30,297,039	$31,162,317	$32,027,595	$34,683,113	$35,548,391		

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	
PARKS AND RECREATION													
CLIFFVIEW LAKE						$1,922,839							$1,922,839
LAKE TOBOSOFKEE		$961,420	$2,002,840	$300,000	$400,000		$662,130						$4,326,390
SOUTH BIBB REC	$1,884,568	$5,806,792	$150,000										$7,841,360
JDS TENNIS			$825,000					$1,407,550					$2,232,550
FRANK JOHNSON	$48,250						$2,355,325						$2,403,575
FILMORE THOMAS				$150,000			$2,734,260						$2,884,260
MEMORIAL							$2,403,550						$2,403,550
FREEDOM PARK	$384,568	$2,642,408	$1,031,180										$4,058,156
BLOOMFIELD/GILEAD	$822,994			$1,500,000		$2,330,402							$4,653,396
EAST MACON REC	$961,420	$350,000	$533,000	$60,000		$499,130							$2,403,550
CENTRAL CITY PARK	$1,249,846	$1,442,130		$930,000	$512,130								$4,134,106
BOWDEN	$340,000	$140,710											$480,710
BOOKER T CENTER?		$240,710				$23,000	$217,000						$480,710
Mattie Hubbard					$250,000	$80,000							
OTHER(N MACON, SENIORS)	$150,000	$811,420		$230,000		$91,000							$1,282,420
TOTAL	$5,841,646	$12,395,590	$4,542,020	$3,170,000	$1,162,130	$4,946,371	$8,372,265	$1,407,550	$0	$0	$0		
CUMULATIVE	$5,841,646	$18,237,236	$22,779,256	$25,949,256	$27,111,386	$32,057,757	$40,430,022	$41,837,572	$41,837,572	$41,837,572	$41,837,572		

	INTEREST	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	TOTALS
SUMMARY														
LANDFILL	$764,446	$2,884,258	$0	$0	$0	$5,656,359	$7,694,937	$0	$0	$0	$0	$0		$16,235,554
COURTHOUSE	$1,529,332	$736,593	$552,807	$15,000	$0	$3,335,652	$4,000,000	$2,545,734	$0	$12,536,018	$14,726,844	$0		$38,448,648
ECON DEV	$152,532	$0	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$6,347,468	$7,500,000	$0	$0	$2,500,000	$2,500,000		$28,847,468
BLIGHT	$458,483	$750,000	$581,251	$1,134,474	$1,134,474	$1,319,474	$6,621,844	$0	$0	$0	$0	$0		$11,541,517
DEBT		$0	$5,600,000	$4,000,000	$1,500,000	$1,200,000	$400,000	$400,000	$400,000	$0	$0	$0		$13,500,000
PUBLIC SAFETY	$955,670	$1,827,840	$1,777,485	$3,606,551	$2,321,065	$7,938,558	$240,355	$3,315,528	$1,442,764	$372,409	$1,201,775	$0		$24,044,330
ROADS	$1,338,109	$5,631,602	$4,073,055	$4,524,503	$6,037,130	$3,641,933	$5,138,320	$1,495,278	$2,655,916	$1,879,485	$922,963	$85,706		$36,085,891
STORMWATER	$955,666	$3,364,990	$2,404,536	$2,404,536	$2,404,536	$2,404,536	$2,404,536	$2,404,536	$2,404,536	$1,443,096	$1,443,096	$961,400		$24,044,334

FACILITIES	$1,414,601	$5,497,100	$3,741,430	$3,341,198	$2,373,748	$6,157,396	$8,320,889	$865,278	$865,278	$865,278	$2,655,518	$865,278	$35,548,391
RECREATION	$1,662,428	$5,841,646	$12,395,590	$4,542,020	$3,170,000	$1,162,130	$4,946,371	$8,372,265	$1,407,550	$0	$0	$0	$41,837,572
SPLOST INTEREST			$758,467	$1,545,550	$1,456,750	$1,304,250	$1,144,000	$975,750	$799,250	$613,750	$419,000	$214,500	$9,231,267
PRINCIPLE REDUCTION	$9,231,267		$2,875,000	$2,930,000	$3,075,000	$3,230,000	$3,390,000	$3,530,000	$3,705,000	$3,890,000	$4,085,000	$4,290,000	$35,000,000
TOTAL		$26,534,029	$37,259,621	$30,543,832	$25,972,703	$39,850,288	$50,648,720	$31,404,369	$13,680,294	$21,600,036	$27,954,196	$8,916,884	$314,364,972
BOND		$40,826,045											
SALES TAX		$0	$24,305,269	$30,000,000	$30,000,000	$30,000,000	$30,000,000	$30,000,000	$30,000,000	$30,000,000	$30,000,000	$17,500,000	$281,805,269
NET		$14,292,016	$1,337,664	$793,832	$4,821,129	-$5,029,159	-$25,677,879	-$27,082,248	-$10,762,542	-$2,362,578	-$316,774	$8,266,342	

<u>EXHIBIT B</u>

PROPOPSED SPLOST TIMELINE AMENDMENT

2018 SPLOST

Amendment 45

PROJECT TIMELINE (MILLION DOLLARS)

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	
WALKER ROAD LANDFILL													
CLOSURE	$1,800,000				$5,656,359	$7,694,937	$3,000,000						$18,151,296
PURCHASE	$1,084,258												$1,084,258
TRANSFER													$0
TOTAL	$2,884,258	$0			$5,656,359	$7,694,937			$0				
CUMULATIVE	$2,884,258	$2,884,258	$2,884,258	$2,884,258	$8,540,617	$16,235,554	$16,235,554	$16,235,554	$16,235,554	$16,235,554	$16,235,554		
COURTHOUSE ADDITION													
COURTHOUSE	$736,593				$2,885,652	$4,000,000	$2,545,734		$9,503,944	$10,879,770			$30,551,693
PARKING DECK		$408,594	$15,000		$450,000				$3,032,074	$3,847,074			$7,752,742
COURTROOM													
JUVENILE JUSTICE		$144,213											$144,213
TOTAL	$736,593	$552,807	$15,000	$0	$3,335,652	$4,000,000	$2,545,734	$0	$12,536,018	$14,726,844	$0		
CUMULATIVE	$736,593	$1,289,400	$1,304,400	$1,304,400	$4,640,052	$8,640,052	$11,185,786	$11,185,786	$23,721,804	$38,448,648	$38,448,648		
ECONOMIC DEVELOPMENT													
INDUSTRIAL		$2,500,000	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$7,500,000			$2,500,000	$2,500,000		$25,000,000
OTHER (PARKING)						$3,847,468							$3,847,468
TOTAL		$2,500,000	$2,500,000	$2,500,000	$2,500,000	$6,347,468	$7,500,000	$0	$0	$2,500,000	$2,500,000		
CUMULATIVE		$2,500,000	$5,000,000	$7,500,000	$10,000,000	$16,347,468	$23,847,468	$23,847,468	$23,847,468	$26,347,468	$28,847,468		
BLIGHT REMEDIATION													
Blight Bond #2	$750,000	$581,251	$1,134,474	$1,134,474	$1,319,474	$6,621,844							$11,541,517
TOTAL	$750,000	$581,251	$1,134,474	$1,134,474	$1,319,474	$6,621,844	$0	$0	$0	$0	$0		
CUMULATIVE	$750,000	$1,331,251	$2,465,725	$3,600,199	$4,919,673	$11,541,517	$11,541,517	$11,541,517	$11,541,517	$11,541,517	$11,541,517		
DEBT RETIREMENT													
2013 A (2017refunding issue)		$718,007											$718,007
2013 B MBCUDA		$146,551	$1,700,000										$1,846,551
2015 A MBCUDA		$906,920	$900,000	$100,000	$300,000								$2,206,920
2015B MBCUDA		$422,076	$1,000,000	$1,000,000	$500,000								$2,922,076
2015 MBCIDA		$556,768	$400,000	$400,000	$400,000	$400,000	$400,000	$400,000					$2,956,768
GMA LEASE		$2,849,678											$2,849,678
TOTAL		$5,600,000	$4,000,000	$1,500,000	$1,200,000	$400,000	$400,000	$400,000					
CUMULATIVE		$5,600,000	$9,600,000	$11,100,000	$12,300,000	$12,700,000	$13,100,000	$13,500,000	$13,500,000	$13,500,000	$13,500,000		

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	
PUBLIC SAFETY													
FIRE STATION					$2,886,158								$2,886,158
FIRE UPGRADE		$220,215	$480,710	$480,710	$480,710		$480,710	$480,710		$240,355			$2,864,120
LADDER TRUCK		$1,221,915			$962,054								$2,183,969
IT UPGRADE			$961,420		$962,054		$1,792,054	$612,764					$4,328,292
SHERIFF VEHICLES	$275,110	$240,355	$240,355	$240,355	$240,355	$240,355	$480,710	$962,054	$240,355				$3,160,004
SHERIFF BUILDINGS	$591,310	$95,000		$1,500,000	$2,407,227								$4,593,537
TOWERS	$961,420		$1,924,066										$2,885,486
PUBLIC SAFETY OTHER				$100,000			$562,054	$480,710					$1,142,764
TOTAL	$1,827,840	$1,777,485	$3,606,551	$2,321,065	$7,938,558	$240,355	$3,315,528	$2,536,238	$240,355	$240,355			
CUMULATIVE	$1,827,840	$3,605,325	$7,211,876	$9,532,941	$17,471,499	$17,711,854	$21,027,382	$23,563,620	$23,803,975	$24,044,330	$24,044,330		
ROADS AND BRIDGES													
LMIG	$630,000	$939,766	$632,131	$647,825	$826,821	$846,050	$865,278	$884,506	$907,100	$922,963	$85,706		$8,188,146
BASS	$121,065	$721,065		$1,371,570		$551,270		$1,771,410	$972,385				$5,508,765
SARDIS CHURCH/SGODA RD		$5,001											$5,001
FOREST HILL	$694,537	$564,923				$3,741,000							$5,000,460
SEVENTH STREET	$370,000												$370,000
ELECTRIC BUS	$1,076,000	$140,000		$2,631,212									$3,847,212
CENTRAL CITY COMMONS			$1,068,372										$1,068,372
OTHER													$0
Jeffersonville	$140,000	$529,150	$324,000	$1,386,523	$606,303								$2,985,976
Ocmulgee Trail	$400,000												$400,000
Second Street	$2,200,000												$2,200,000
sidewalks Log Cabin		$288,000											$288,000
Sidewalks Pinehill		$100,000			$150,000		$630,000						$880,000
MGSU		$206,000	$2,500,000										$2,706,000
Navicent		$250,000											$250,000
Hollingsworth Rd Sidewalks					$288,000								
Allen Rd Signal		$29,150											$29,150
Tucker Rd Bridge		$300,000											$300,000
Jeffersonville Road Sidewalks					$1,070,809								
Old Clinton Road Sidewalk					$200,000								
Sidewalks - miscellaneous					$500,000								
TOTAL	$5,631,602	$4,073,055	$4,524,503	$6,037,130	$3,641,933	$5,138,320	$1,495,278	$2,655,916	$1,879,485	$922,963	$85,706		
CUMULATIVE	$5,631,602	$9,704,657	$14,229,160	$20,266,290	$23,908,223	$29,046,543	$30,541,821	$33,197,737	$35,077,222	$36,000,185	$36,085,891		
Stormwater Management													
VARIOUS	$2,884,280	$1,922,840	$1,922,840	$1,922,840	$1,922,840	$1,922,840	$1,922,840	$1,922,840	$961,400	$961,400	$961,400		$19,228,360
EMERGENCY	$480,710	$481,696	$481,696	$481,696	$481,696	$481,696	$481,696	$481,696	$481,696	$481,696			$4,815,974
TOTAL	$3,364,990	$2,404,536	$2,404,536	$2,404,536	$2,404,536	$2,404,536	$2,404,536	$2,404,536	$1,443,096	$1,443,096	$961,400		

CUMULATIVE	$3,364,990	$5,769,526	$8,174,062	$10,578,598	$12,983,134	$15,387,670	$17,792,206	$20,196,742	$21,639,838	$23,082,934	$24,044,334		
CULTURAL AND PUBLIC													
GRAND OPERA	$1,922,840	$1,057,012								$1,790,240			$4,770,092
HEALTH DEPT/MENTAL HEALTH		$865,278	$865,278	$865,278	$865,278	$865,278	$865,278	$865,278	$865,278	$865,278	$865,278		$8,652,780
SHURLING LIBRARY						$961,420							$961,420
COLISEUM	$590,000	$371,420	$961,420	$961,420	$1,922,840								$4,807,100
AUDITORIUM		$450,000	$1,032,000	$547,050	$3,369,278	$6,013,203							$11,411,531
TUBMAN			$482,500										$482,500
ROSE HILL						$480,988							$480,988
SMART/LAKE PARK	$100,000	$861,420											$961,420
OTHER(LW, DOUGLASS)	$2,884,260	$136,300											$3,020,560
TOTAL	$5,497,100	$3,741,430	$3,341,198	$2,373,748	$6,157,396	$8,320,889	$865,278	$865,278	$865,278	$2,655,518	$865,278		
CUMULATIVE	$5,497,100	$9,238,530	$12,579,728	$14,953,476	$21,110,872	$29,431,761	$30,297,039	$31,162,317	$32,027,595	$34,683,113	$35,548,391		

	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	
PARKS AND RECREATION													
CLIFFVIEW LAKE						$1,922,839							$1,922,839
LAKE TOBOSOFKEE		$961,420	$2,002,840	$300,000	$400,000		$662,130						$4,326,390
SOUTH BIBB REC	$1,884,568	$5,806,792	$150,000										$7,841,360
JDS TENNIS			$825,000					$1,407,550					$2,232,550
FRANK JOHNSON	$48,250						$2,355,325						$2,403,575
FILMORE THOMAS				$150,000			$2,734,260						$2,884,260
MEMORIAL							$2,403,550						$2,403,550
FREEDOM PARK	$384,568	$2,642,408	$1,031,180										$4,058,156
BLOOMFIELD/GILEAD	$822,994			$1,500,000		$2,330,402							$4,653,396
EAST MACON REC	$961,420	$350,000	$533,000	$60,000		$499,130							$2,403,550
CENTRAL CITY PARK	$1,249,846	$1,442,130		$930,000	$512,130								$4,134,106
BOWDEN	$340,000	$140,710											$480,710
BOOKER T CENTER?		$240,710				$23,000	$217,000						$480,710
Mattie Hubbard					$250,000	$80,000							
OTHER(N MACON, SENIORS)	$150,000	$811,420		$230,000		$91,000							$1,282,420
TOTAL	$5,841,646	$12,395,590	$4,542,020	$3,170,000	$1,162,130	$4,946,371	$8,372,265	$1,407,550	$0	$0	$0		
CUMULATIVE	$5,841,646	$18,237,236	$22,779,256	$25,949,256	$27,111,386	$32,057,757	$40,430,022	$41,837,572	$41,837,572	$41,837,572	$41,837,572		

	INTEREST	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	TOTALS
SUMMARY														
LANDFILL	$764,446	$2,884,258	$0	$0	$0	$5,656,359	$7,694,937	$0	$0	$0	$0	$0		$16,235,554
COURTHOUSE	$1,529,332	$736,593	$552,807	$15,000	$0	$3,335,652	$4,000,000	$2,545,734	$0	$12,536,018	$14,726,844	$0		$38,448,648
ECON DEV	$152,532	$0	$2,500,000	$2,500,000	$2,500,000	$2,500,000	$6,347,468	$7,500,000	$0	$0	$2,500,000	$2,500,000		$28,847,468
BLIGHT	$458,483	$750,000	$581,251	$1,134,474	$1,134,474	$1,319,474	$6,621,844	$0	$0	$0	$0	$0		$11,541,517
DEBT		$0	$5,600,000	$4,000,000	$1,500,000	$1,200,000	$400,000	$400,000	$400,000	$0	$0	$0		$13,500,000

PUBLIC SAFETY	$955,670	$1,827,840	$1,777,485	$3,606,551	$2,321,065	$7,938,558	$240,355	$3,315,528	$2,536,238	$240,355	$240,355	$0	$24,044,330
ROADS	$1,338,109	$5,631,602	$4,073,055	$4,524,503	$6,037,130	$3,641,933	$5,138,320	$1,495,278	$2,655,916	$1,879,485	$922,963	$85,706	$36,085,891
STORMWATER	$955,666	$3,364,990	$2,404,536	$2,404,536	$2,404,536	$2,404,536	$2,404,536	$2,404,536	$2,404,536	$1,443,096	$1,443,096	$961,400	$24,044,334
FACILITIES	$1,414,601	$5,497,100	$3,741,430	$3,341,198	$2,373,748	$6,157,396	$8,320,889	$865,278	$865,278	$865,278	$2,655,518	$865,278	$35,548,391
RECREATION	$1,662,428	$5,841,646	$12,395,590	$4,542,020	$3,170,000	$1,162,130	$4,946,371	$8,372,265	$1,407,550	$0	$0	$0	$41,837,572
SPLOST INTEREST			$758,467	$1,545,550	$1,456,750	$1,304,250	$1,144,000	$975,750	$799,250	$613,750	$419,000	$214,500	$9,231,267
PRINCIPLE REDUCTION	$9,231,267		$2,875,000	$2,930,000	$3,075,000	$3,230,000	$3,390,000	$3,530,000	$3,705,000	$3,890,000	$4,085,000	$4,290,000	$35,000,000
TOTAL		$26,534,029	$37,259,621	$30,543,832	$25,972,703	$39,850,288	$50,648,720	$31,404,369	$14,773,768	$21,467,982	$26,992,776	$8,916,884	$314,364,972
BOND		$40,826,045											
SALES TAX		$0	$24,305,269	$30,000,000	$30,000,000	$30,000,000	$30,000,000	$30,000,000	$30,000,000	$30,000,000	$30,000,000	$17,500,000	$281,805,269
NET		$14,292,016	$1,337,664	$793,832	$4,821,129	-$5,029,159	-$25,677,879	-$27,082,248	-$11,856,016	-$3,323,998	-$316,774	$8,266,342	

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 BRENDALYN BAILEY**

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE APPROPRIATION OF UP TO $7,811,739.00 FROM 2018 SPLOST PROCEEDS, TO BE ALLOCATED TO SPLOST PROJECTS AS SPECIFIED HEREIN; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, a one cent Special Purpose Local Option Sales and Use Tax was approved by Resolution, dated August 6, 2016, of the Macon-Bibb County Commission with a project list as described therein for capital outlay projects which was subsequently approved by the voters of the County on November 8, 2016 on all sales and uses within the County for an indefinite period of time, as allowed under the SPLOST Law for a consolidated government, (O.C.G.A. § 48-8-111.1), to be collected until the amount of specified tax has been raised, said total amount being $280,000,000 which collection is set to begin on April 1, 2018, or upon the termination of the current SPLOST being collected (the "**2018 SPLOST Revenues**"); and

WHEREAS, the Forty-fifth Amendment to the 2018 SPLOST Project Timeline and Budget is being considered contemporaneously herewith, to ensure the orderly and appropriate expenditure of the 2018 SPLOST Revenues so that each SPLOST Project is accomplished, and the annual bond indebtedness payments satisfied without exceeding the estimated annual flow of 2018 SPLOST Revenues; and

WHEREAS, the Macon-Bibb County Commission believes that the appropriation of up to $1,093,364.00 from the 2018 SPLOST revenues to provide funding for the planned expenditures described herein will benefit and be in the best interests of the citizens of Macon-Bibb County; and

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

1. The Macon-Bibb County Commission does hereby approve and authorize the appropriation of up to $1,093,364.00 from SPLOST Revenues in accordance with the SPLOST Project Timeline for funding of the following approved capital outlay projects, in the following amounts:

   A. Appropriate $350,000 in 2024 Parks and Recreation – Filmore Thomas, for additional work on the splash pad, rest rooms and playground;

   B. Re-assign $578,860 that has been set aside for work on Forest Hill to sidewalks in Barrington Hall;

   C. Appropriate $895,299 in 2024 Public Safety – Sheriffs Vehicles, for the purchase of, and equipping of, new sheriff's vehicles;

   D. Appropriate $480,710 in 2024 Public Safety – Fire Upgrades, for the acquisition of equipment needs specified by the Fire Chief;

   E. Appropriate $1,922,840 in 2024 Stormwater Management – Various, to provide for payment of authorized costs incurred under the inter-governmental agreement with Macon Water Authority;

   F. Appropriate $481,696 in 2024 Stormwater Management – Emergency, to provide for payment of authorized costs incurred the inter-governmental agreement with Macon Water Authority;

   G. Appropriate $865,278 in 2024 Cultural and Public – Health Department/Mental Health, to provide for annual authorized payment to support authorized public health operations and initiatives; and

   H. Appropriate $884,506 in the 2024 Roads and Bridges – LMIG, for roadwork projects in the LMIG program; and

   I. Appropriate $1,352,550 in the 2024 Parks and Recreation – JDS Tennis.

2. 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 Ordinance and are hereby incorporated by reference into this provision; and

further declares that this appropriation shall not become law unless and until the accompanying Forty-Fifth Amendment to the SPLOST Project Timeline is also approved.

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

4. The Mayor, SPLOST Project Coordinator, and all other proper officers and agents of the County are authorized and directed to execute such documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

5. 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, and this Ordinance shall be in full force and effect from and after its adoption.

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

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

_____
LESTER M. MILLER, MAYOR

ATTEST: _____
JANICE S. ROSS, CLERK OF COMMISSION

[SEAL]

LEGISLATIVE SPONSORS

☑ **MAYOR LESTER M. MILLER**	☐ **MAYOR PRO TEMPORE SETH CLARK**
☐ **COMMISSIONER VALERIE WYNN**	☐ **COMMISSIONER PAUL BRONSON**
☐ **COMMISSIONER ELAINE LUCAS**	☐ **COMMISSIONER MALLORY C. JONES, III**
☐ **COMMISSIONER RAYMOND WILDER**	☐ **COMMISSIONER BILL HOWELL**
☐ **COMMISSIONER VIRGIL WATKINS, JR.**	☐ **COMMISSIONER BRENDALYN BAILEY**

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE APPROPRIATION OF UP TO $1,093,364.00 FROM 2018 SPLOST PROCEEDS, TO BE ALLOCATED TO SPLOST PROJECTS AS SPECIFIED HEREIN; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, a one cent Special Purpose Local Option Sales and Use Tax was approved by Resolution, dated August 6, 2016, of the Macon-Bibb County Commission with a project list as described therein for capital outlay projects which was subsequently approved by the voters of the County on November 8, 2016 on all sales and uses within the County for an indefinite period of time, as allowed under the SPLOST Law for a consolidated government, (O.C.G.A. § 48-8-111.1), to be collected until the amount of specified tax has been raised, said total amount being $280,000,000 which collection is set to begin on April 1, 2018, or upon the termination of the current SPLOST being collected (the "**2018 SPLOST Revenues**"); and

WHEREAS, the Forty-fifth Amendment to the 2018 SPLOST Project Timeline and Budget is being considered contemporaneously herewith, to ensure the orderly and appropriate expenditure of the 2018 SPLOST Revenues so that each SPLOST Project is accomplished, and the annual bond indebtedness payments satisfied without exceeding the estimated annual flow of 2018 SPLOST Revenues; and

WHEREAS, the Macon-Bibb County Commission believes that the appropriation of up to $1,093,364.00 from the 2018 SPLOST revenues to provide funding for the planned expenditures described herein will benefit and be in the best interests of the citizens of Macon-Bibb County; and

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

1. The Macon-Bibb County Commission does hereby approve and authorize the appropriation of up to $1,093,364.00 from SPLOST Revenues in accordance with the SPLOST Project Timeline for funding of the following approved capital outlay projects, in the following amounts:

   A. Up to $480,600 from 2024 Public Safety-Other for new computers for the fire department and radios for new sheriffs vehicles, and other unspecified purposes; and

   B. Up to $612,764 from 2024 Public Safety – IT Upgrades for server upgrades and other specified improvements.

2. 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 Ordinance and are hereby incorporated by reference into this provision; and further declares that this appropriation shall not become law unless and until the accompanying Forty-third Amendment to the SPLOST Project Timeline is also approved.

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

4. The Mayor, SPLOST Project Coordinator, and all other proper officers and agents of the County are authorized and directed to execute such documents and to take such other actions as may be required to accomplish the intents and purposes of this Ordinance.

5. 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, and this Ordinance shall be in full force and effect from and after its adoption.

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

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

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

_____
LESTER M. MILLER, MAYOR

ATTEST: _____
JANICE S. ROSS, CLERK OF COMMISSION

[SEAL]

LEGISLATIVE SPONSORS

☑ **MAYOR LESTER M. MILLER**	☐ **MAYOR PRO TEMPORE SETH CLARK**
☐ **COMMISSIONER VALERIE WYNN**	☐ **COMMISSIONER PAUL BRONSON**
☐ **COMMISSIONER ELAINE LUCAS**	☐ **COMMISSIONER MALLORY C. JONES, III**
☐ **COMMISSIONER RAYMOND WILDER**	☐ **COMMISSIONER BILL HOWELL**
☐ **COMMISSIONER VIRGIL WATKINS, JR.**	☐ **COMMISSIONER BRENDALYN BAILEY**

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER IN THE AMOUNT OF $116,936.00, TO CERTEX USA LLC FOR THE PURCHASE OF CABLES FOR THE LAKE TOBESOFKEE DAM, TO BE PAID FROM THE TOBESOFKEE RECREATION AREA FUND – LAKE TOBESOFKEE – DAM IMPROVEMENTS LINE ITEM; AND FOR OTHER PURPOSES.

WHEREAS, Macon-Bibb County is in the process of repairing the Lake Tobesofkee Dam; and

WHEREAS, by Ordinance O-24-0014, the Macon-Bibb County Commission approved an appropriation in the amount of $196,936.00 to make improvements to the Lake Tobesofkee Dam; and

WHEREAS, such funds were intended, in part, to be used for the purchase of new cables for the dam; and

WHEREAS, the Macon-Bibb County Engineering Department has received a quote in the amount of $116,936.00 from Certex USA LLC to provide the required cables; and

WHEREAS, Certex USA LLC is a sole source vendor of the required cables; and

WHEREAS, pursuant to Sec. 19-5.4 of the Macon-Bibb County Code of Ordinances, "a purchase order may be awarded without competitive solicitation when the buyer determines in writing, after conducting a good-faith review of available sources and with the approval of the county manager, that there is only one (1) source for the required supply…"; and

WHEREAS, Certex USA LLC is a sole source vendor of the required cables; and

WHEREAS, the Macon-Bibb County Commission desires to authorize the purchase of the cables from Certex USA LLC, in the amount of $116,936,00; 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 the issuance of a Purchase Order, in an amount of ONE HUNDRED SIXTEEN THOUSAND NINE HUNDRED THIRTY-SIX DOLLARS AND 00/100 CENTS $116,936.00), to Certex USA LLC for the purchase of cables for the Lake Tobesofkee dam, to be paid from the Tobesofkee Recreation Area Fund – Lake Tobesofkee – Dam Improvements line item.

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 Approving PO for Certex USA LLC for Dam Cables - $116,936.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.	□ COMMISIONER BRENDALYN BAILEY

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO DEDICATE THAT PORTION OF PLANT STREET RUNNING BETWEEN JEFF DAVIS STREET AND MERCER UNIVERSITY DRIVE IN HONOR OF PASTOR CHARLES JONES IN RECOGNITION OF HIS YEARS OF SERVICE AND LEADERSHIP TO THE MACON-BIBB COMMUNITY; APPROPRIATING 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 Paul Bronson, District 2, received a request for dedication from Pastor Charles Jones's family, attached hereto as Exhibit A and incorporated herein by reference, and desires to sponsor this Ordinance to dedicate that portion of Plant Street that runs between Jeff Davis Street and Mercer University Drive in honor of Pastor Charles Jones; and

WHEREAS, while pastoring in the Bellevue neighborhood, Pastor Charles Jones, saw the devastating effects that drugs of all varieties were having on the community, and launched his "Down with Dope and Up with Hope!" program, partnering with law enforcement to rid the streets of Bellevue, often calling out individual drug dealers through loud speakers; and

WHEREAS, as word of Pastor Jones's efforts spread, he partnered with other cities to help renovate their neighborhoods, including Red Oak in Atlanta and Savannah, Georgia; and

WHEREAS, in appreciation of his leadership and efforts in assisting these communities, Pastor Jones was awarded the key to six different cities; and

WHEREAS, Pastor Jones's heroic dedication and successes in pushing back on drugs in the community gained widespread accolades and media coverage, being featured on CNN and 60 Minutes, and an invitation from then current President Bill Clinton to visit the White House to recognize Pastor Jones's work; and

WHEREAS, while Pastor Jones served Macon-Bibb Count valiantly through his front-line crusade against drugs, he also served Macon-Bibb County as an employee, working as a firefighter for many years during his pastorage at the Greater Rising Star Full Gospel Tabernacle Church, and later as a Chaplain for the fire department, seeing to the spiritual and emotional wellbeing of fellow firefighters; and

WHEREAS, also during his pastorage at the Greater Rising Star Full Gospel Tabernacle Church, Pastor Jones founds "Love in Action Ministries," which partnered with the Georgia State Board of Pardons and Paroles to offer transitional housing to support parolees in their transition back into the community; and

WHEREAS, desiring to delve even deeper into public service, and with widespread public support, Pastor Jones was elected to the Macon City Council, stating "if it's a problem for you, it's a problem for me!"; and

WHEREAS, in light of Pastor Charles Jones's leadership and service to the Macon-Bibb community the Macon-Bibb County Commission now desires to formally recognize his significant achievements and contributions and dedicate that portion of Plant Street that runs Jeff Davis Street and Mercer University Drive, more clearly shown on the attached Exhibit B, incorporated herein by reference, in honor of Pastor Jones, with that street being designated as "Pastor Charles Jones 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 Pastor Jones's history of service and leadership; and

WHEREAS, in order for Facilities Management Department to purchase materials to install signage in honor of Pastor Jones, 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 Plant Street running between Jeff Davis Street and Mercer University Drive shall henceforth be and hereby is dedicated in honor of Pastor Charles Jones 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

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

Exhibit A

February 25, 2024

RE: Plant Street name change

Honorable Commissioner Paul Bronson:

I am writing you this letter with the desire/aspirations of having a street named in honor of a man who has served and contributed much of his time to the Macon Bibb County Community. The person is my brother Pastor Charles Jones. While Pastoring in the Bellevue Community he saw a need to clean up the area that was infested with drugs. He did what others were afraid to do. He partnered with law enforcement and people in the community to get the drug dealers out of the area. He did this by walking the streets and calling drug dealers out of their homes by name; by way of a loud speaker, letting them know they had to go. His slogan was "**Down with Dope and Up with Hope!"** He wore a construction hat to let drug dealers know that he and his supporters were there to renovate and they had to move. He didn't just clean up Bellevue, he marched in Red Oak in the Atlanta area, Savannah Georgia and several other cities. He received 6 keys to different cities as he marched on foot, putting his life in danger to help communities be relieved of drug invested areas. He gained notoriety by his heroic efforts and acts of heroism in several cities in Georgia. During President Clinton's administration Pastor Charles Jones was invited to the White House for his humanitarian efforts to remove drug dealers from communities, to save children and families, to restore peace and security in communities; not only in his community but others.

His efforts were so profound and so impactful in our communities; it captured the attention of **CNN** and CBS weekly magazine **60 minutes**.

He also contributed to Bibb County as a Firefighter, and later as the Chaplin of the Macon Bibb County Fire Department for many years, while serving as Pastor of the Greater Rising Star Full Gospel Tabernacle Church for over 27 years at 891 Plant Street, Macon Ga. ; Because helping the community was always on his mind, two of the homes on the property were once used as an outreach ministry, its official name "Love in Action Ministries." Under the direction of Pastor Charles Jones the Georgia State Board of Pardons and Paroles approved Love in Action Ministries to operate transitional housing for offenders' reentry into the community. A program promoting the recovery from criminal lifestyles and drug use; training on work ethics, biblical studies and lessons on how to become productive citizens. He also became a member of another very prestigious group of people of which he was very proud of and that was the Macon City Council. His motto was "If it's a problem for you, it's a problem for me!" Pastor Charles Jones was well known in this city for saying too many, "Make It Work" because he believed that when working together with others anything could be achieved. I have had the opportunity to sit in Courtrooms here in Bibb County over the past 2 years and hear Judges speak from the bench about how he was, and still is a pillar of this community, although his health is failing him.

I had listened to lawyers, clerks and citizens speak of how he was a great person and how he helped others. I have met many others from all walks of life that speak highly of him as a person, his kindness and how he was committed to helping others whether he knew them or not .

We believe that because Rev. Jones has given so much of himself to the city of Macon and Bibb County, we ask that in honor of his hard work and dedication to help make Macon Bibb County greater that the street currently named Plant Street, specifically the 800-1100 block of Plant St. in the Tindall Heights Community be renamed (**Rev. *Charles Jones way)***.

Thanking you in advance for your consideration and support.

Warmest Regards,

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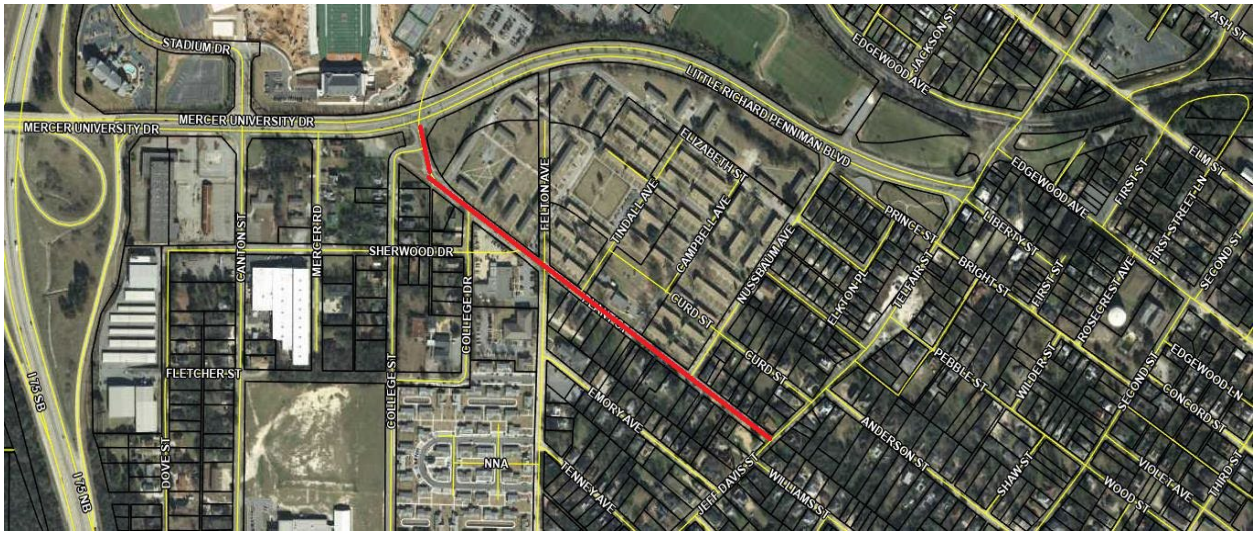
Rev. Marilyn Jones Bookman

Exhibit B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EMORY AVE
TENNEY AVE
JEFF DAVIS ST
WILLIAMS ST
ELKTON PL
WELLAIRS ST
PRINCE ST
BRIGHT ST
PEBBLE ST
ANDERSON ST
LITTLE RICHARD PENNIMAN BLVD
EDGEWOOD AVE
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SHAW ST
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