



Board of County Commissioners Pre-Commission Meeting

May 7, 2024 | 4:00 PM

City Hall
700 Poplar Street
Macon, GA 31201

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

1. Call to Order

Mayor Lester M. Miller

2. Approval of Minutes

- a. Approval of the April 16, 2024 Pre-Commission Meeting (Sponsored by:)

3. Appointments to Authorities, Boards and Committees

- a. A Resolution of the Macon-Bibb County Commission appointing Leigh Ann Junod to the Macon-Bibb County Board of Tax Assessors (Sponsored by: Lester M. Miller, Mayor)

4. New Alcohol Beverage Licenses

- a. 241 Seven Gas & Food Inc. d.b.a. Citgo

In light of the Special Master's Findings of Fact, it is the recommendation that there are sufficient grounds for the Commission to deny the alcohol license based upon Mr. Partap's reputation and history of conducting an alcohol related business in violation of County ordinances and in violation of a court order. (Sponsored by: Lester M. Miller, Mayor)

- b. Sitkotar 23 Fine Fare at 3741 Napier Avenue, Macon, GA

Legal recommended denial on April 2, 2024 as the application self identified

as gas station but did not have gas upon inspection. Location meets legal definition of a vice mart. Commission denied license on April 2, 2024; applicant did not appeal the decision. (Sponsored by: Lester M. Miller, Mayor)

- c. Busy Corner Macon d.b.a. Busy Corner located at 885 MLK, Jr. Boulevard

Legal recommends denial for failure to submit a completed application (no lease demonstrating right to possession from owner of records and no Certificate of Good Standing from property owner of record. (Sponsored by: Lester M. Miller, Mayor)

- d. Kubera REIT, LLC d.b.a. Courtyard by Marriott located at 3990 Sheraton Drive, Macon, GA

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

- e. Georgia CVS Pharmacy, LLC d.b.a. VS Pharmacy #4545 located at 1615 Forest Hill Road, Macon, GA

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

- f. Sam 786, LLC d.b.a. Family Food Mart located at 605 Pio Nono Avenue, Macon, GA

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

- g. Marathon 610, LLC d.b.a. Jet Food Store located at 610 Shurling Drive, Macon, GA

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

- h. The Big Fish, LLC d.b.a. Sports Bar & Grill located at 3045 Hartley Bridge Road, Macon, GA

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

- i. Sunday Enterprises, LLC d.b.a. AP's Hidden Hideaway located at 4274 Broadway

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

5. Dedication

- a. An Ordinance Of The Macon-Bibb County Commission To Dedicate The Pavilion At Bowden Golf Course In Honor Of James Allen "Jim" Hickman In Recognition Of His Many Years Of Service And Leadership To The Macon-Bibb Community; Appropriation Of An Amount Not To Exceed \$500.00 From The General Fund – Fund Balance To The Facilities Management Budget For The Purchase Of Materials And Signage (Sponsored by: Mallory Jones, Commissioner, Seth Clark, Mayor Pro Tem)

6. Grants

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Crisis Line & Safe House Of Central Georgia, Inc. Granting Community Development Block Grant - Coronavirus (CDBG-Cv) Funding In The Amount Of \$33,000.00 To Provide Shelter Services To Individuals And Families Involved In Domestic Violence Situations Within A 12-Month Period (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Family Advancement Ministries, Inc. Granting A Community Development Block Grant - Coronavirus (CDBG-Cv) In The Amount Of \$25,000.00 To Family Advancement Ministries, Inc. To Provide Eligible Families With Daycare Assistance (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Big Brothers Big Sisters Of The Heart Of Ga, Inc. Granting Community Development Block Grant - Coronavirus (CDBG-Cv) Funding In The Amount Of \$21,694.00 To Provide Mentoring Services To At-Risk Youth (Sponsored by: Lester M. Miller, Mayor)
- d. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Mother's Nest, Inc. Granting Community Development Block Grant - Coronavirus (CDBG-Cv) Funding In The Amount Of \$10,000.00 To Provide Assistance To New And Expecting Mothers (Sponsored by: Lester M. Miller, Mayor)
- e. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of A Homeland Security Subgrant From The Georgia Emergency Management And Homeland Security Agency (Gema/Hs) In The Amount Of \$71,471.00, With No Local Match Required, To Be Used By The Macon-Bibb County Fire Department For Personal Protective Equipment (Sponsored by: Lester M. Miller, Mayor)

7. Contracts and Purchase Orders for Approval

- a. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Amendment To The Independent Contractor Agreement With River Edge Foundation, Inc., In The Amount Of \$299,605.49, To Be Paid From Federal Home Program & Community Block Development Grant Funds (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Agreement With Buxton Construction, LLC In The Amount Of \$576,160.22 For Repair And Repaving On Mead Road to be paid from 2018 SPLOST funds; (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Amendment To The Independent Contractor Agreement With Reeves Construction Company For LMIG 2022 Paving, In The Amount Of \$150,404.75 For The Addition Of Certain Portions Of Columbus Road To The 2022 LMIG Deep Patch Asphalt Resurfacing Project To Be Paid From 2018 SPLOST Funds (Sponsored by: Lester M. Miller, Mayor)

- d. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Purchase Agreement With North America Fire Equipment Company, Inc. ("Nafeco"), In The Amount Of One Hundred Ninety-Six Thousand Three Hundred Dollars And 00/100 Cents (\$196,300.00), For The Purchase Of V-Force Fire Protective Gear To Be Paid From Splost 2018 Fund, Public Safety, Fire Upgrade, Machinery & Equipment Line Item; (Sponsored by: Lester M. Miller, Mayor)
- e. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Execute An Amendment To The Management Agreement With The Summit Group For The 688 Walnut Street Building In The Amount Of \$129,113.00 Per Year To Provide For Maintenance And Operational Costs Related To Offices Used By County Agencies And Departments, To Be Paid From The Rents Line Item In Each Occupying Department Or Agency's Budget (Sponsored by: Lester M. Miller, Mayor)
- f. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Preliminary Development Agreement With The Macon-Bibb County Urban Development Authority And Carter & Associates Commercial Services, LLC, In The Amount Of \$174,905.00, To Provide For The Initial Planning And Development Of A Multi-Use Development, To Be Paid From The Bibb Mill Tad Budget – Professional Services Line Item (Sponsored by: Lester M. Miller, Mayor)

8. Ocmulgee Mounds National Park and Preserve Establishment Act

- a. A Resolution of the Macon-Bibb County Commission urging the United states Congress to adopt that legislation known as the "OCMULGEE MOUNDS NATIONAL PARK AND PRESERVE ESTABLISHMENT ACT". (Sponsored by: Seth Clark, Mayor Pro Tem, Mallory Jones, Commissioner, Lester M. Miller, Mayor)

9. Presentation

- a. Macon Violence Prevention Update (Sponsored by:)

10. Executive Session

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

**MINUTES OF THE
MACON-BIBB PRE-COMMISSION MEETING MEETING
April 16, 2024 – 5:00 PM
City Hall
(Commission Chamber)**

The Pre-Commission Meeting of the Macon-Bibb County Commission was held on April 16, 2024 at 5:00 PM in the Commission Chamber at the Government Center.

COMMISSION MEMBERS PRESENT

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

STAFF PRESENT

Duke Groover, Interim County Attorney
Janice Ross, Clerk of Commission
Keith Moffett, County Manager
Alex Morrison, Dir. Planning & Public Spaces
Michael McNeill, Sr. Asst Co. Attorney
Sara Davis, Asst. Co. Attorney
Frank Howard, Asst. Co. Attorney
Chris Floore, Communications
Olivia Waters, Communications

1. Call to Order

Mayor Lester M. Miller

2. Approval of Minutes

- a. From the April 2, 2024 meeting (Sponsored by:)
On motion of Commissioner Wynn, seconded by Commissioner Wilder and carried unanimously, the minutes from the April 2, 2024 meeting were approved.

3. New Alcohol Beverage Licenses

- a. Landry's LLC d.b.a. T. and Jay's Bar located at 6351 Zebulon Road Suite A & E, Macon, GA (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wilder, seconded by Commissioner Wynn and carried unanimously, the new Alcohol Beverage License for Landry's LLC d.b.a. T. and Jay's Bar located at 6351 Zebulon Road Suite A & E, Macon, GA was approved.
- b. Hilltop 001, LLC d.b.a. Valero Food Mart located at 3109 Hillcrest Drive, Macon, GA (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Miller, seconded by Commissioner Bailey and carried by a vote of 9 to 1 with Mayor Miller, Commissioner Wynn, Commissioner Bronson, Commissioner Lucas, Commissioner Jones, Commissioner Wilder, Commissioner Howell, Commissioner Watkins, Commissioner Bailey casting the affirmative votes and Mayor Pro Tem Clark casting the dissenting vote, the New Alcohol Beverage License for Hilltop 001, LLC d.b.a. Valero Food Mart located at 3109 Hillcrest Drive, Macon, GA was approved.

- c. Mercer Village Pizza, Inc. d.b.a. Mercer Village Pizza located at 1635-A Montpelier Avenue, Macon, GA (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bronson, seconded by Commissioner Wynn and carried unanimously, the New Alcohol Beverage License for Mercer Village Pizza, Inc. d.b.a. Mercer Village Pizza located at 1635-A Montpelier Avenue, Macon, GA was approved.

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)

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

- 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)

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

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)

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

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)

On motion of Commissioner Jones, seconded by Commissioner Bailey and carried unanimously, the 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.

- 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)

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

- 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)

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

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)

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

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)

On motion of Commissioner Bronson, seconded by Commissioner Lucas and carried unanimously, the Ordinance Of The Macon-Bibb County Commission Dedicating That Portion Of Plant Street Running Between Jeff Davis Street 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 was approved.

9. Executive Session

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

On motion of Commissioner Howell, seconded by Commissioner Jones and carried unanimously, the meeting went into Executive Session at 5:37 p.m.

On motion of Commissioner Wynn, seconded by Mayor Pro Tem Clark and carried unanimously, the meeting came out of Executive Session at 6:09 p.m. with no action being taken.

Respectfully Submitted:

Janice S. Ross
Clerk of the Commission



LEGISLATIVE SPONSORS

- | | |
|--|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER ELAINE LUCAS | ☐ COMMISSIONER MALLORY C. JONES, III |
| ☐ COMMISSIONER RAYMOND WILDER | ☐ COMMISSIONER BILL HOWELL |
| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER BRENDA LYN BAILEY |
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A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING LEIGH ANN JUNOD TO THE MACON-BIBB COUNTY BOARD OF TAX ASSESSORS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Board of Tax Assessors has been established by state law to determine the fair market value of all real and personal property in the county for property tax purposes; and

WHEREAS, members of the Macon-Bibb County Board of Tax Assessors are appointed by the Mayor of Macon-Bibb County, subject to approval by the Macon-Bibb County Commission pursuant to O.C.G.A. §48-5-295; and

WHEREAS, members of the Macon-Bibb County Board of Tax Assessors serve for terms of six (6) years; and

WHEREAS, Jean Hagood resigned from her seat on the Macon-Bibb County Board of Tax Assessors with a term set to expire August 21, 2028; and

WHEREAS, Leigh Ann Junod has been recommended for appointment by the Mayor to fulfill the unexpired term of Jean Hagood on the Macon-Bibb County Board of Tax Assessors; and

WHEREAS, Leigh Ann Junod has expressed her interest and willingness to serve as a member of the Macon-Bibb County Board of Tax Assessors, and meets all the required state and local qualifications (see O.C.G.A. § 48-5-290, O.C.G.A. § 48-5-291, O.C.G.A. § 48-5-292, O.C.G.A. § 48-5-295, and Macon-Bibb County Ordinance Sec. 26-28); and

WHEREAS, Leigh Ann Junod shall take the oath required pursuant to O.C.G.A. § 48-5-293 to perform faithfully and impartially the duties imposed upon her by law, in addition to the oath required of all public officers imposed under O.C.G.A. § 45-3-1; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that Leigh Ann Junod is hereby appointed to serve as a member of the Macon-Bibb County Board of Tax Assessors to fulfill the unexpired term of Jean Hagood.

BE IT FURTHER RESOLVED 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.

BE IT FURTHER RESOLVED that in the event that this Resolution or part of 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 the is 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 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.

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

APPROVED AND ADOPTED this _____ day of _____, 2024.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2024 Miller Appointing Leigh Ann Junod To The Board Of Tax Assessors.Docx

EXHIBIT A

LEIGH ANN JUNOD

██████████
Macon, GA 31210
██████████

JOB EXPERIENCE

STERLING APPRAISALS AND CONSULTING – Macon, GA Fee Appraiser: Georgia Certified Residential Appraiser License # 6204 Residential and land appraising in a seven county area	2015-Present
MACON-BIBB COUNTY TAX ASSESSOR – Macon, GA Board of Tax Assessors: Vice-Charmain – 3 years	2002-2007
TIMCO REAL ESTATE – Macon, GA Partner and Fee Appraiser: Georgia Certified Residential Appraiser License # 6204	1997-2015
GEORGIA COLLEGE AND STATE UNIVERSITY – Macon, GA Assistant Director of Admissions: Director of the Macon Campus:	1994 – 1997
MACON-BIBB COUNTY CONVENTION AND VISITORS BUREAU – Macon, GA Convention Marketing Representative: Convention Services Representative:	1992-1997

PROFESSIONAL ORGANIZATIONS AND COMMUNITY INVOLVEMENT

Leadership Macon Graduate – Class of 1996
Macon Business and Professional Women
Georgia Chapter of Association of Master Appraisers
National Association of Master Appraisers
Georgia Association of Assessing Officers
International Association of Assessing Officers
Staff Parish Relations Committee – Liberty United Methodist Church
Trustee – Martha Bowman United Methodist Church
Finance Committee – Martha Bowman United Methodist Church

EDUCATION

Georgia College and State University (MBA) – Graduated March 1992
University of Georgia (BBA) – Graduated August 1982

PROFESSIONAL EDUCATION

Foundations of Real Estate Appraisal	Appraiser Liability
Standards of Professional Practice	Appraising the Oddball
Appraising the Single-Family Residence	Erosion and Sediment
Farm and Land Appraising	Overview of the Appraisal Process
Manufactured Housing Appraisal	Construction Details and Trends
Principles of Property Inspection	Contract Law
Real Estate Math	Appraising for the Secondary Market
Methods of Residential Finance	Pricing Properties to Sell
Mortgage Fraud	Appraising FHA Today
Fair Housing – Bias and Discrimination	Appraising Green
Valuation of Residential Solar	Divorce and Estate Appraisals
Uniform Standards of Professional Appraisal Practice	

Macon-Bibb County Certificate of Good Standing

1. Name _____ and _____ Title _____ of _____ the applicant: Leigh Ann Junod

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

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

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

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

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

Leigh Ann Junod Leigh Ann Junod
Print and Sign Name

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public
My commission expires:

ADDED TO THE OCTOBER 3, 2023 PRE-COMMISSION AGENDA



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

License Fees are Prorated by Month that Completed Application is Submitted

2021 LICENSE FEES (Check All That Apply)					
*Distilled Spirits Packaged to Go	\$2,900	☒	*Malt Packaged to Go	\$800	☒
*Distilled Spirits C.O.P.	\$2,900		*Malt C.O.P.	\$800	
*Distilled Spirits Wholesaler	\$3,600		*Malt Wholesaler	\$1,000	
*Distilled Spirits Manufacturers	\$4,300		*Malt Manufacturer	\$2,500	
Brewpub	\$2,500		Out-of-Town Wholesaler	\$100	
Malt Beverage Taproom	\$2,500		Cocktail Room	\$2,500	
					☒
Please check here if you are applying for a Business Continuation License.					
Business Continuation License 25% of applicable licensing fees					
*Distilled Spirits (Liquor)			*Malt (Beer)		
					*C.O.P. (Consumed on Premises)

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

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

Agent Information

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

Location/Business Information

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

Business Continuation

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

Rev.07/2021

Select One: ☒ New Business☐ Change of location☐ Change of Business**BUSINESS**Federal Tax ID #: 93-268 3737 State Tax ID #: 202 90161618Business Name: CITGO Corporate and Trade Name: 241 SEVEN GAS & FOOD INCLocal Business Address: 1904 SHURLING DR. MACON, GA 31211
(P.O. Box Not Allowed) City State ZipMailing Address: 1904 SHURLING DR. MACON, GA 31211
(P.O. Box Not Allowed) City State ZipLocal Business Phone #: (478) 305-7073 Email Address: 24SEVENGASANDFOOD@gmail.comContact Person: BHANU Contact Phone #: 262 631-9877**AGENT**Agent's Name: BHANU PARTAP Agent's Title: OWNER**INDIVIDUAL/OWNER INFORMATION**Will the Agent named above also serve as the Applicant of this license? ☒ Yes ☐ No If no, complete the following:

Owner/Individual's Name: _____ Title: _____

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

Home Phone #: _____ Email: _____

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

Rev. 10/2021

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print):	Bhanu Partap		
Home Address:	101 Courtney Leigh Ln, Macon, GA 31210		
Sex	Race	Date of Birth	Social Security Number
Male	Asian		



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



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

Bhanu Partap

Signature

08/06/2023

Date

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

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

Purpose Code used: (check one)

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

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

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

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

Agency Designee Signature and Title

Date

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

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

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

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

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

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

Business Name: 241 Seven Gas & Food INC

Printed Name of Applicant: Bhanu Partap

*Signature of Applicant: _____

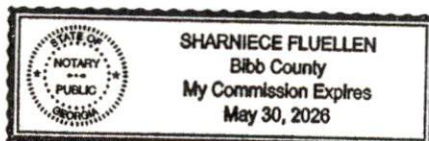
Bhanu Partap

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 29 DAY OF August, 2023

Sharniece Fluellen
 NOTARY PUBLIC

5/30/26
 MY COMMISSION EXPIRES



MEASUREMENT FORM

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

APPLICANT: BHANU PRATAP

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 1904 SHURLING DR.

BUSINESS NAME: 241 SEVEN GAS & FOOD INC.

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: 8-9-2023

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

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, alcohol treatment center, public library, and Macon-Bibb Housing Authority unit.

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.

241 Seven Gas & Food Inc.
 #1904 Shurling Drive
 1,900' — SCHOOL GROUND property line

MLK Jr. Elementary
 2,500' — SCHOOL BUILDING

MLK Jr. Elementary
 14,000' — COLLEGE CAMPUS property line

Mercer University
 #433 Cherry Street
 10,950' — ALCOHOL TREATMENT CENTER building

River Edge - Emery Highway
 475' — PUBLIC LIBRARY or BRANCH building

Shurling Branch
 4,500' — MHA housing unit property line

Hunt School Village
 N/A — Vice Mart – Small Box Retail Store – Small Box Discount store

Applicant self-identifies as a
 "GAS STATION"

OK!

Paul J. Hoinowski
 August 7, 2023



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

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

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

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

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
130272	453237	Print Legal Ad-IPL01345740 - IPL0134574		\$46.36	1	29 L

Attention: CITGO 241

CITGO 241 SEVEN GAS & FOOD INC
1904 SHURLING DRIVE
MACON, GA 31211

24sevengasandfood@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 August 17, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as 241 SEVEN GAS & FOOD INC/CITGO, 1904 SHURLING DRIVE MACON GA 31211. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office, Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This August 10, 2023. BHANU PARTAP,
Applicant
IPL0134574
Aug 10, 17 2023

To Whom It May Concern:

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

2 insertion(s) published on:

08/10/23, 08/17/23

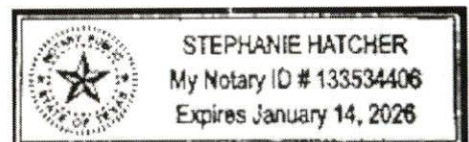
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 24th day of August in the year of 2023

Stephanie Hatcher

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



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

Control Number : 23164341

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

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

241 SEVEN GAS & FOOD INC

a Domestic Profit Corporation

has been duly incorporated under the laws of the State of Georgia on **07/31/2023** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **08/02/2023**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF INCORPORATION

Electronically Filed

Secretary of State

Filing Date: 7/31/2023 1:51:18 PM

BUSINESS INFORMATION

CONTROL NUMBER	23164341
BUSINESS NAME	241 SEVEN GAS & FOOD INC
BUSINESS TYPE	Domestic Profit Corporation
EFFECTIVE DATE	07/31/2023
SHARES	100

PRINCIPAL OFFICE ADDRESS

ADDRESS	1904 SHURLING DR, MACON, GA, 31211, USA
----------------	---

REGISTERED AGENT

NAME	ADDRESS	COUNTY
BHANU PARTAP	101 COURTNEY LEIGH LN, MACON, GA, 31210, USA	Bibb

INCORPORATOR(S)

NAME	TITLE	ADDRESS
BHANU PARTAP	INCORPORATOR	1904 SHURLING DR, MACON, GA, 31211, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	BHANU PARTAP
AUTHORIZER TITLE	Incorporator

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: CITGO Name of Corporation: 241 Seven gas & food Inc

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

Individual:

Name and Title: Bhanu Partap (Owner) Telephone Number: [REDACTED]

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

Residential Street Address: [REDACTED]

Mailing Address: 1904 Shurlingh Dr. Macon GA 31211

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☒ Sole Proprietorship
- ☐ General Partnership
 - ☐ General Partner holding ___% of all outstanding general partnership interests.
- ☐ Limited Partnership (LP)
 - ☐ General Partner holding ___% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ___% of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
 - ☐ General Partner holding ___% of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLP)
 - ☐ General Partner holding ___% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ___% of all outstanding general partnership interests.
- ☐ Limited Liability Company (LLC)
 - ☐ Managing Member, Total number of Managing Members: _____
 - ☐ Member holdings ___% of all outstanding membership interests
- ☐ Privately Held Corp./Company
 - ☐ Corporate Officer: Yes ___ No ___
 - ☐ Shareholder holding ___% of all outstanding ownership interests.
- ☐ Publicly Traded Company
 - ☐ Corporate Officer: Yes ___ No ___
- ☐ Other
 - ☐ Other person exercising operational authority over the entity: _____

Application Instructions

Alcohol Handler's Licenses are issued to individuals, not businesses, and may be used by the same individual for any number of employers or businesses where the licensee works as an Alcohol Handler. It is a violation of the Macon-Bibb County Code of Ordinances for any person to work as an Alcohol Handler without an Alcohol Handler's License.

The following people are Alcohol Handlers, and must obtain an Alcohol Handler's License:

1. Anybody working as an employee or independent contractor for a business that does not earn at least 50% of its gross annual revenues from the sale of food, and whose normal job duties include pouring, mixing, or opening alcoholic beverages for sale by the drink;
2. Anybody working as an employee or independent contractor for a business that does not earn at least 50% of its gross annual revenues from the sale of food, and whose normal job duties include supervising or managing any person whose normal job duties include pouring, mixing, or opening alcoholic beverages for sale by the drink;
3. Anybody with at least 25% ownership in any business selling alcoholic beverages at retail, whether by the package or by the drink, unless the business is a publicly traded company; AND 4) Any person serving as the agent on any Macon-Bibb County license for the sale of alcoholic beverages at retail, whether by the package or by the drink.

The fee is \$25.00. Alcohol Handler's License fees are not prorated and expire on **December 31st of each year.**

ADDITIONAL DOCUMENTS TO BE SUBMITTED

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

ServSafe: (404) 467-9000 <https://www.servsafe.com/ServSafe-Alcohol>

Training Institute for Responsible Vendors Inc. (404) 531-9237.

Training for Intervention Procedures (TIPS), Nicole Blossé, 800-438-8477, ext. 390 or email Blossen@gettips.com, www.gettips.com

Cheers Entertainment Services (470) 377-0731 <https://cheersbartraining.teachable.com/> An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.

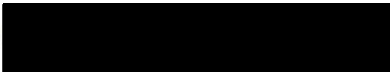
A current color passport size photograph of applicant.

Applicant Information

Demographic Information:

First Name : Bhanu

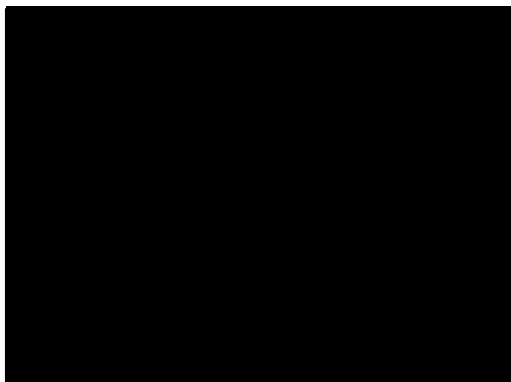
Last Name : Partap

Home Address 

City : Macon

State : GA

Zip : 31210



Application Documents

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

A certificate showing completion of an Alcohol Handler's training course taken within the last three years.

AHTraining:

A current Color (passport size) photograph of applicant.

passportPhoto : pic.jpg

S.A.V.E.

(S.A.V.E.) SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS

O.C.G.A. § 50-36-1 (e) (2) Affidavit

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

Are you a U.S. citizen?

citizen : Yes

Certification

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

Applicant Signature : Bhanu Partap

Date : 11/03/2022



Cheers Entertainment Services Bar Training
CERTIFICATE OF COMPLETION

Awarded To

BHANU PARTAP

Course Completion

RENEW MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2022-11-02

Serial No.

cert_w8mzy1 lv





Bhanu Partap



AH000037

Alcohol Handler

Exp. 12/31/2023

COMMERCIAL LEASE CONTRACT

THIS LEASE, made this 30 day of Dec of _____, 2020 between 1904 INVESTMENT, LLC first party (hereinafter called "Landlord") and PIONONO GAS & FOOD MART INC., second party (hereinafter called "Tenant").

WITNESSETH:

PREMISES, USE, and TERM: The Landlord, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, provided for and contained, to be paid kept and performed by the Tenant, has leased and rented, and by these presents leases and rents unto the said Tenant, and said Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property (hereinafter called "Premises"), to wit: 1904 Shurling Drive, Macon, Bibb County, Georgia.

The Premises is to be used for no other purposes than its use as of the date of this Lease.

This Lease shall persist for the term of ten (10) years commencing on the 1st day of May, 2020, and ending on the 31st day of April, 2030, for which the Tenant agrees to pay **Landlord** on the first of each rental month, in advance, a monthly rental of: \$5,000.00 per month. In the event this Lease commences on a day other than the 1st day of a month, the first month's rent will be prorated accordingly, and the 2nd month's Rent will become due on the first day of the 2nd month.

SECURITY DEPOSIT: No security deposit shall be required under the Lease.

TAXES: Tenant shall pay, before delinquency, all taxes assessed against the Premises and improvements thereon.

INSURANCE: Tenant shall, at Tenant's sole cost and expense, maintain and keep in force for the life of this Lease a general liability insurance policy insuring the Premises for claims for bodily injury, death and/or property damage, with a combined single limit of \$1,000,000.00 per accident or occurrence. Landlord shall be named as an additional insured in said policy. The aforesaid dollar limits shall not in any way limit the liability of Tenant. The insurance will be with a company acceptable to Landlord.

Prior to the commencement date, Tenant shall deliver to Landlord a certificate of insurance for the aforesaid liability insurance policy. Each policy of insurance shall provide for ten (10) days prior written notice to Landlord of termination or material modification of said policy by the insurance carrier. At least ten (10) days prior to the date of each annual renewal of the policy, Tenant shall deliver a certificate to Landlord evidencing the renewal, and proof of payment of the premium for the renewal.

LATE CHARGE ; SERVICE CHARGE FOR RETURNED CHECKS: A Late Charge of \$75.00 will be due on any rents received after the 10th of the month. A Service Charge of \$25.00 will be due on any returned checks. Landlord reserves the right to refuse to accept personal checks from the Tenant after one or more of Tenant's personal checks have been returned by the bank unpaid.

M-D TENANT'S INITIALS

M-D TENANT'S INITIALS

ABANDONMENT/GOVERNMENTAL ORDERS: Tenant agrees not to abandon or vacate the Premises during the period of this Lease and to comply with and carry out all rules, orders, requirements, ordinances, and regulations of Federal, State, City and/or County governments.

REPAIRS BY LANDLORD: Tenant accepts Premises in its present condition and agrees to surrender said Premises in as a good condition at the expiration of this Lease, natural wear and tear excepted. Landlord shall not be required to make any repairs or improvements to Premises except to keep in good order the underground storage tanks.

REPAIRS BY TENANT: Tenant, at his own expense, whether the same be property of Landlord or Tenant, shall promptly repair and at all times maintain the lease Premises including heating and cooling units, and systems in their entirety, store fixtures and equipment, electrical fixtures, equipment and electrical installation, plumbing fixtures, pipes and drains, including keeping all drains and pipes open and clear, all machinery and hardware, painting and decorations. The only items Tenant is not responsible for repairing and/or maintaining are the underground storage tanks.

IMPROVEMENTS/TRADE FIXTURES: All alterations, additions and improvements (except trade fixtures put in at the expense of the Tenant) shall remain upon and be surrendered with the Premises as part thereof at the termination of this lease, however, the Tenant is to make no changes of any nature in the above mentioned Premises without written consent from the Landlord or his Agent. The Tenant also agrees to indemnify the Landlord and his Agents against loss caused by and mechanic or material-man's lien against the property based on repairs, alterations, or improvements undertaken by the Tenant. Tenant may (if not in default hereunder) prior to the expiration of this Lease, or any extension or renewal thereof, remove all trade fixtures and equipment which he has placed in the Premises, provided Tenant repairs all damage to the Premises caused by such removal.

DESTRUCTION OF OR DAMAGE TO PREMISES: In the event of the total destruction of the Premises by fire or other casualty, this lease shall cease and come to an end and the Tenant shall be liable for rent only up to the time of such destruction. Should the Premises herein leased be partially damaged by a fire or other casualty at any time during the term hereof, the Tenant shall give immediate notice to the Landlord, who shall thereupon cause the same to be promptly repaired. A reduction of rent, proportionate to interference to occupancy shall be allowed the Tenant during the time necessary to restore said Premises or make the necessary repairs, as the case may be, but no reduction, however, shall be allowed for any interruption by reason of damage or repairs to adjoining or contiguous premises.

INDEMNITY: Tenant shall be responsible for the loss of or damage to property, or injury to persons, occurring in or about the Premises, by reason of any existing or future condition, defect matter of thing in said Premises or the property of which the Premises are part of, for the acts, omissions or negligence of other persons or tenants in and about the said property. The Tenant agrees to indemnify and save the Landlord harmless from all claims and liability for losses of or damage to property, or injuries to persons occurring in or about Premises.

SUBLET AND ASSIGNMENT: Tenant shall have the unilateral right to sublet the Premises without written consent of Landlord. Any sublease, or any changes in an existing sublease, must be communicated to Landlord as soon as commercially practicable. Upon the commencement of this Lease, Tenant has arranged to sublet the Premises to 1904 Gas and Food LLC. Any subletting of the Premises by Tenant will not relieve Tenant of its duties under this Lease. In the event of any sublease, any sublessee shall be responsible for their own licensing and contracts, including without limitation, any alcohol and lottery licensing and/or contracts. Tenant may not assign the Lease without the express written consent of Landlord, which consent shall not be unreasonably withheld.

EVENTS OF AND REMEDIES UPON DEFAULT: In the event Tenant fails to pay rent when due, Landlord shall provide written notice of the same and allow Tenant thirty (30) days to cure the same before Tenant is technically in default. Upon the occurrence of such a default, said Landlord has the right, at his option, to declare rental for entire term of this Lease immediately due and payable, to declare the Lease void, cancel the same, re-enter and take possession of the Premises. Landlord, at his option, upon breach of this Lease, may

card for rent and sublet the Premises in the name of the Tenant (Tenant hereby grants Landlord a limited Power of Attorney to effectuate the same) and hold Tenant liable therefore. Such subletting on the part of the Landlord will not in any sense be a breach of the Lease on the part of the Landlord, but will be merely acting as agent for the Tenant to minimize damage. Said Landlord is not required, however, to let same for any other purpose than that specified herein. These rights of the Landlord are cumulative and not restrictive of any other rights under the law, and failure on the part of Landlord to avail himself of these privileges at any particular time shall not constitute a waiver of these rights. Landlord will be entitled to all costs associated with the same, including without limitation, its attorney fees. In the event Tenant fails to pay rent when due, Landlord has the right, at its option, to initiate collections and/or dispossession proceedings against the Tenant as previously stated in this Lease. In the event Landlord elects to hire an attorney to collect rent, or handle dispossession proceedings, Landlord shall be entitled to recover all costs of collection, including courts costs and attorney fees.

In the event Landlord attempts to terminate this lease in a manner that is not provided for herein, Tenant may avail itself of all remedies available at law and equity, including specific performance.

ATTORNEY'S FEES AND COSTS OF COLLECTION: Whenever any sums due hereunder by law, or by attorney at law, Tenant agrees to pay all attorneys' fees.

NON-WAIVER: The rights of the Landlord herein granted are cumulative and not restrictive of any other rights under the law, and failure on the part of the Landlord to avail himself of these privileges at any particular time shall not constitute a waiver of these rights.

EXTERIOR SIGNS: Tenant shall place no signs upon the outside walls or roof of the Premises except with written consent of the Landlord. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with rules and regulations governing such signs, and the Tenant shall be responsible to Landlord for any damages caused by installation, use or maintenance of said signs. Tenant, upon the expiration of this Lease, and any extension or renewal thereof, shall remove said signs and agrees upon removal of said signs to repair all damage incident to such removal.

ENTRY FOR CARDING, ETC.: Landlord may card the Premises "For Rent" or "For Sale" ninety (90) days before the termination of this Lease or in the event of default by the Tenant. Landlord may enter the Premises at reasonable hours to exhibit same prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.

UTILITIES: Tenant shall promptly pay all utility bills, including but limited to water, sewer, gas, electricity, telephone, garbage fees accruing against the said property. If Tenant fails to pay any of the bills, Landlord may pay the same and such payment shall be added to and become part of the next rental payment due under this lease.

NO ESTATE IN LAND: This lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

HOLDING OVER: If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescing; and without any express agreement of parties, Tenant shall be a tenant at will at the rental rate which is in effect of the end of the Lease; and there shall be no renewal of this Lease by operation of law. If Tenant remains in possession of the Premises after expiration of the term hereof without Landlord's acquiescence, then Tenant shall be a tenant at sufferance and, commencing on the date following the date of such expiration, the monthly rental payable at time of expiration, for each month or fraction thereof during which Tenant so remains in possession, by twice the monthly rental otherwise payable.

SERVICE OF NOTICE: Tenant hereby appoints as his agent to receive service of all dispossession or

distrain proceedings and notices hereunder, and all notices required under this Lease, the person in charge of the Premises at the time, or occupying the Premises; and if no person is in charge of, or occupying the 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 the Tenant's last known address, if different from the Premises.

DEFINITIONS: Whenever in this instrument the terms LANDLORD, TENANT, and/or AGENT are used, the same shall be construed to include heirs, executors, administrators, successors and assigns of said designated party.

This contract contains the entire agreement between parties and no representations, warranties or promises not contained herein shall be binding upon the parties hereto. The LANDLORD has made no promises to make any improvements or repairs upon the rented premises except as noted herein.

In Witness Whereof The Parties Hereto Have Set Their Hand And Seal The Day And Year First Written Above.



LANDLORD: 1904 Investment, LLC

Name: Snehel Kumar Patel

Title: Manager

BY: 

TENANT: Pionono Gas & Food Mart Inc.

Name:

Title:

Lease of Commercial Lease Agreement

THIS AGREEMENT, made this 8th day of September 2023 between PIO NONO GAS & FOOD MART INC (*hereinafter referred to as "Sublessor"*) and 241 SEVEN GAS & FOOD INC (*hereinafter referred to as "Sublessee"*).

WITNESSETH:

WHEREAS, pursuant to that certain lease, entitled Commercial Lease Agreement (the "Primary Lease"), 1904 Shurling, LLC, as Lessor, and Sublessor, as Lessee, covering property known as 1904 Shurling Drive, Macon, Bibb County, GA (*hereinafter referred to as the "Leasehold and/or Premises"*); and

WHEREAS, Sublessee desires to sublease from Sublessor and Sublessor desires to sublease unto Sublessee the Premises; and,

NOW, THEREFORE, in consideration of the Premises and the mutual undertakings, covenants, promises, and agreements of the parties, IT IS AGREED AS FOLLOWS:

1. Sublease Term

Providing all of the terms and conditions contained within this Agreement are fulfilled, Sublessor shall sublease unto Sublessee and Sublessee shall accept the sublease of the Premises on a monthly basis, beginning on September 1, 2023 (the "Sublease Term"). Sublessor has the unilateral right to terminate this Agreement at any time for any reason, or for no reason whatsoever, upon ten (10) days written notice to Sublessee.

2. Security Deposit, Rent, and Inventory.

No Security Deposit shall be required under this Agreement (the "Security Deposit"). Rent shall be due and payable, in advance, on the 1st day of each month in the amount of Eight Thousand and No/100 Dollars per month.

The parties hereto acknowledge and agree Sublessor is turning over inventory to Sublessee (the parties have agreed the value of said inventory is \$80,000.00). In the event this Agreement is terminated at any time, Sublessee has to turn back over to Sublessor, an equal value of substantially similar inventory, or pay Sublessor \$80,000.00.

3. Sublessee Compliance with terms and conditions of Primary Lease

Sublessee hereby acknowledges and agrees it shall be bound by and hereby covenants to adhere to all the terms and conditions of the Primary Lease affecting the "Lessee", including without limitation, the obligation to pay taxes assessed against the Premises, maintain the requisite insurance, and comply with the provision concerning maintenance and repairs.

The only exception to compliance with the Lease is Sublessee shall make any and all payments required under this Agreement to Sublessor, rather than making the payments required under the Primary Lease directly to Lessor as required by the Primary Lease. Rather, Sublessor shall make the requisite payments to Lessor.

4. Default

In the event Sublessee fails to adhere to the terms of the Primary Lease, Sublessor may terminate this Agreement without notice, take possession of the Premises, continue operating under the Primary Lease, and avail itself of all remedies available at law and equity.

5. Guaranty. This Agreement shall be personally guaranteed by the party, or parties, signing that certain Guaranty of Lease attached hereto as Exhibit "A" and incorporated herein for all purposes by this reference thereto. The parties hereto acknowledge and agree, but for said Guaranty of Lease, Sublessor would not have entered into this Agreement.

6. This Agreement contains the entire agreement and understanding between the parties hereto with respect to the Premises, and there are no other terms, covenants, obligations, or representations, oral or written, of any kind whatsoever.

7. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, their respective heirs, executors, administrators, successors, and assigns, and may not be revoked or amended, except by instrument, in writing, subscribed by the party sought to be charged therewith.

8. This Agreement shall be interpreted and governed by the laws of the State of Georgia.

9. It is expressly understood that the Sublessee shall not be authorized further sub-lease the premises nor sell the business associated with this Agreement.

10. Sublessee hereby agrees to indemnify and hold harmless Sublessor for any loss or cost of any nature resulting from Sublessee, its agents, guests, patrons or invitees actions or involvement with these Premises.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date, month, and year first above written.

Sublessor: PIO NONO GAS & FOOD MART INC

By: 
Name:
Title:

Sublessee: 241 SEVEN GAS & FOOD INC

By: 
Name:
Title:

EXHIBIT "A"

GUARANTY OF LEASE

THIS GUARANTY OF LEASE (hereafter the "Guaranty") is made a part of that certain **SUBLEASE OF COMMERCIAL LEASE CONTRACT** (hereinafter referenced as "Lease"), effective the 8th day of September, 2023, by and between **PIO NONO GAS & FOOD MART INC** (hereinafter referenced as "Landlord"), and **241 SEVEN GAS & FOOD INC** (hereinafter referenced as "Tenant") for the real property and business located at 1904 Shurling Drive, Macon, GA. Landlord is unwilling to enter into the Lease unless BHANU PARTAP (hereafter the "Guarantor") assures Landlord of the full payment and performance of the Tenant's obligations under the Lease.

1) In consideration of the execution of the Lease by Landlord, Guarantor hereby absolutely, unconditionally, irrevocably guaranties to Landlord, and the successors and assigns of the Landlord, the full, timely and complete: (i) payment of all Rent and other sums payable by Tenant to Landlord under the Lease and any amendments or modifications thereto; and (ii) performance of all covenants, representations and warranties made by Tenant and all obligations to be performed by Tenant, pursuant to the Lease (hereafter the "Guaranteed Obligations").

2) Upon any breach or default by Tenant under the Lease, Landlord may proceed immediately against Tenant and/or Guarantor (without joining Tenant or any other person, including, without limitation, Guarantor) to enforce any of Landlord's rights or remedies against Tenant or Guarantor pursuant to this Guaranty, the Lease, or at law or in equity without notice to or demand upon either Tenant or Guarantor. This Guaranty shall not be released, modified or affected by any failure or delay by Landlord to enforce any of its rights or remedies under the Lease or this Guaranty, or at law or in equity.

3) Guarantor hereby waives: (i) presentment, demand for payment and protest of non-performance under the Lease; (ii) notice of any kind including, without limitation, notice of acceptance of this Guaranty, protest, demand, default, nonpayment, or the creation or incurring of new or additional obligations of Tenant to Landlord; (iii) any right to require Landlord to enforce its rights or remedies against Tenant under the Lease, or otherwise; (iv) any right to require Landlord to proceed against any security held from Tenant or any other party; (v) any right of subrogation; and (vi) any defense arising out of the absence, impairment or loss of any right of reimbursement or subrogation or other right or remedy of Guarantor against Landlord or any such security, whether resulting from an election by Landlord, or otherwise. Any partial payment by Tenant or other circumstance which operates to toll any statute of limitations as to Tenant shall operate to toll the statute of limitations as to Guarantor. This Guaranty binds Guarantor's heirs, personal representatives, successors and assigns.

Guarantor has executed this Guaranty as of the 8th day of September, 2023.

Signed, sealed, and delivered
in the presence of:

GUARANTOR:

Bhanu Partap

(Seal)

SS#

Address.

1904 SHURLING DR.
MACON, GA 31211

Witness

Notary Public



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: Bhanu Partap Date: 08/29/23
 Business Name 241 Seven Gas & Food INC

I hereby certify that Bhanu Partap (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 08 day of Sept., 2023

Jasmine W Barnes
 NOTARY PUBLIC



03/11/2025
 MY COMMISSION EXPIRES

Owner/Individual Certification

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

Individual/Owner's Signature: Bhanu Partap Date: 08/29/23
 (If different from Agent)

Title: OWNER

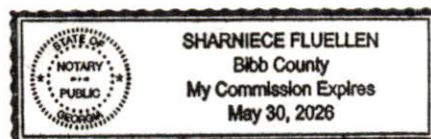
Business Name: 241 SEVEN GAS & FOOD INC

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

This 29 day of August, 2023

Sharniece Fluellen
 NOTARY PUBLIC

5/30/26
 MY COMMISSION EXPIRES



Rev. 9/2020

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: 241 Seven Gas & Food INC

Business Address: 1904 Shurling Dr., Macon GA 31211

Instructions:

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

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

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

Definitions:

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

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

Bharu Partap

Applicant/Agent Signature

08/06/2023

Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

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

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

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

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

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

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

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

Business Name: 241 Seven Gas & Food INC

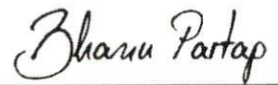
Business Address: 1904 Shurling Dr. Macon GA 31211

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


 Code Enforcement Department Designee

8/29/23
 Date

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


 Applicant/Agent Signature

08/06/2023
 Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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



Bhanu Partap

08/06/2023

Signature

Print Name

Date



Alcohol License Questionnaire

Name of Business: 241 Seven Gas & Food INC
 Owner's Name: Bhanu Partap
 Address: 1904 Shurling Dr.
Macon GA 31211

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? \$ Not applicable
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

Bhanu Partap

Printed Name of person completing form

Bhanu Partap

Signature of person completing form

08/06/2023

Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

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

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

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

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

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

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

Business Name: 241 Seven Gas & Food INC

Business Address: 1904 Shurling Dr. Macon GA 31211

- ☒ **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

Bharu Partap

Applicant/Agent Signature

08/06/2023

Date

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

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

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

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Bhanu Partap (Owner)

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

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

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

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

Jaya food & gas inc- 100%

BJP gas and food mart LLC- 100% - STORE CLOSED EARLY AUGUST

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.

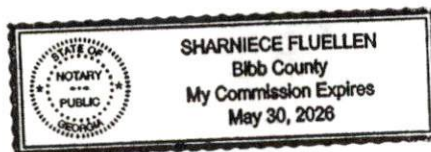
BHANU PARTAP [Signature]
Print and Sign Name

Sworn to and subscribed before me this

29 day of August, 2022.

[Signature]
Notary Public

My commission expires: 5/30/26



Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: MADAN POPLI (LAND LORD)
2. Name of the subject of this Certificate, if different from the applicant:
241 SEVEN CAY & FOOD INC
3. Benefit or privilege for which the applicant is applying (mark one):

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

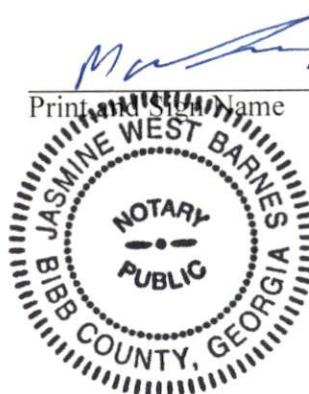
4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of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

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

Sworn to and subscribed before me this
08 day of Sept., 2023.

Jasmine W. Barnes
Notary Public

My commission expires: 03/11/2025





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: Bhanu Partap - Fingerprints Completed: 09/14/2023

Business Name: 241 Seven Gas & Food Inc dba Citgo

Business Address: 1904 Shurling Drive, Macon, GA 31211

DocuSigned by:		
After investigation, I recommend that the license requested herein be: 9/20/2023		
Granted	 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	_____	Date
	Mayor, Macon-Bibb County, Georgia	
Denied	_____	Date
	Mayor, Macon-Bibb County, Georgia	

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



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

Review Form

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

The following required documents are included in the application:

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

Legal Review 10/12/2023 (Date)  (Initials)

Comments

After review of application, legal recommends denial of this application.

Initials

 Stephanie Freeman, Administrative Office Specialist



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

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.

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

Agent Information

1. Agent/Owner(s) must complete and sign the History Record Information Consent Form.
2. Provide an Unexpired Identification Card Issued by Any U.S. State or United States government, bearing a current photograph of the applicant.
3. Agent/Owner(s) Must be Fingerprinted once application & fees are completed and paid unless such individuals currently hold one or more categories of alcohol license(s) in 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 copy of GA Secretary of State Business information.
8. If NON-PROFIT entity...Proof of Non-Profit Status.
9. Planning and Zoning Compliance Form.
10. Original Affidavit from the Macon-Bibb County Engineer's Department.
11. A legal description (Lease/Deed/etc.) of the property upon which premises are located.

Business Continuation

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

Rev.08/2023



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

Business Information

Business Name: SIKOTAR23 LLC
 Business Type: LLC

Address Information

Location Address: 3741 NAPIER AVE MACON GA 31204-2752

Alcohol License Information

License Type: Retail
 Start Date: 12-28-2023
 Beer: Yes
 Wine: Yes
 Liquor: No
 Airline or Railway Carrier: No
 Local Jurisdiction Type: County
 Local Jurisdiction: BIBB
 Arrest History: No

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

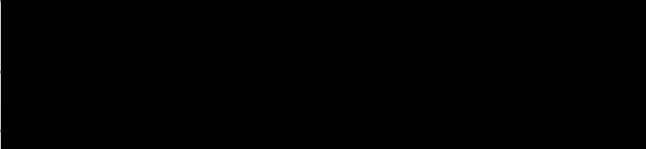
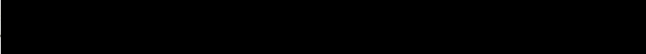
Licensee Information

Licensee Type: Individual
 Licensee Name: MODI, HARSHADKUMAR

Additional Information

Primary NAICS: 447110

Officers	Officer or Responsible Party
MODI, HARSHADKUMAR	Both
MODI, HARSHADKUMAR	Both

Select One: ☒ New Business☐ Change of location☐ Change of Business**BUSINESS**Federal Tax ID #: 92-3430454 State Tax ID #: 20288759665Business Name: FINE FARE GROCERY Corporate and Trade Name: SIKOTAR23 LLCLocal Business Address: 3741 NAPIER AVE, MACON GA 31204-2752
(P.O. Box Not Allowed) City State ZipMailing Address: same as aboveLocal Business Phone #: (678) 938 1530 Email Address: Contact Person: Harshad Modi Contact Phone #: **AGENT**Agent's Name: Harshad kumar Modi Agent's Title: OWNERDate of Birth:  Social Security Number: Home Address: 715 12TH ST W APT D1 City: TIFTON State: GA Zip: 31794Home Phone #: — Email: Mailing Address: 715 12TH ST W APT D1 City: TIFTON State: GA Zip: 31794
3741 Napier Ave MACON GA 31204**INDIVIDUAL/OWNER INFORMATION**Will the Agent named above also serve as the Applicant of this license? ☒ Yes ☐ No If no, complete the following:

Owner/Individual's Name: _____ Title: _____

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

Home Phone #: _____ Email: _____

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

Rev. 08/23

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print): <u>HARSHADKUMAR H. MODI</u>			
Home Address: <u>715 12TH ST W, APT D1, TIFTON GA 31794</u>			
Sex	Race	Date of Birth	Social Security Number
<u>MALE</u>	<u>ASIAN</u>		

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

Modi Harshadkumar H.
 Signature

11/30/2023
 Date

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

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

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

 Agency Designee Signature and Title

 Date

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: SIKOTAR 23 LLC dba FINE FARE GROCERY

Printed Name of Applicant: HARSHADKUMAR H. MODI

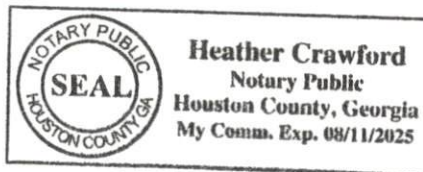
*Signature of Applicant: Modi Harshadkumar H

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 30 DAY OF November, 2022.

NOTARY PUBLIC

08/11/2025
MY COMMISSION EXPIRES



MEASUREMENT FORM

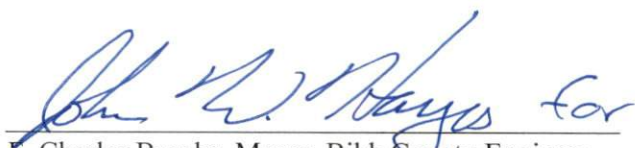
**Retail Sales of Wine and Malt Beverages
Packaged to Go
Macon-Bibb County Code, Chapter 4, Article V, Sec. 4-122**

APPLICANT: HARSHADKUMAR MODI
PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO
BUSINESS LOCATION: 3741 NAPIER AVE.
BUSINESS NAME: SIKOTAR 23 LLC. (DBA FINE FARE GROCERY)

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, or a Macon-Bibb County Housing Property measured and found to be more than 300 ft.
☒ Comply ☐ Does not Comply
2. An alcoholic beverage license has been previously issued for this location, so the license may be continued to be issued or renewed for the same location despite a nearby property use which does not meet the distance requirements.
☐ Comply ☐ Not Applicable ☒ Unknown
3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.
☐ Comply ☐ Complies , but does not comply with other restrictions
☒ Not Applicable

By:

 for
F. Charles Brooks, Macon-Bibb County Engineer

Date:

10/18/23

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

RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises.

OR

Package Sale to Go (Convenience Store)

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

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

(Revised 8-23-2023) PJH

5,000' — Fine Fare Grocery
 #3741 Napier Avenue
 SCHOOL GROUND property line
 5,650' — Covenant Academy
 SCHOOL BUILDING
 12,850' — Covenant Academy
 COLLEGE CAMPUS property line
 19,450' — Mercer University - Main Campus
 ALCOHOLIC TREATMENT CENTER building
 15,575' — Riveredge - Emery Hwy.
 PUBLIC LIBRARY or BRANCH building
 Washington Library
 1,850' — MACON-BIBB COUNTY HOUSING AUTHORITY property
 Raff Avenue
 470' — CHURCH (building)
 Glorious Hope Baptist Church
 450' — CHURCH GROUNDS
 Glorious Hope Baptist Church
 2,350' — M-B COUNTY RECREATION CENTER property
 Freedom Park

OK!

Paul J. Hoinowski
 October 9, 2023

Vice Mart - Small Box Retail Store - Small Box Discount store (2500')

Applicant self-identifies as a:
 "GAS STATION"



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

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

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

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

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
131109	459938	Print Legal Ad-IPL01370690 - IPL0137069		\$46.36	1	29 L

Attention: SIKOTAR23 LLC

SIKOTAR23 LLC FINE FARE GROCERY
3741 NAPIER AVE
MACON, GA 31204

sikotar23llc@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 September 4, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as SIKOTAR23 LLC/FINE FARE GROCERY, 3741 NAPIER 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 August 28, 2023, HARSHADKUMAR H. MODI, Applicant
IPL0137069
Aug 28, Sep 4 2023

To Whom It May Concern:

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

2 insertion(s) published on:
08/28/23, 09/04/23

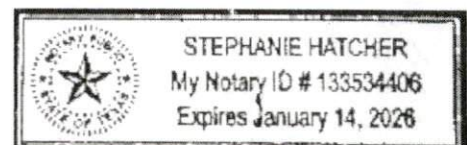
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 5th day of September in the year of 2023

Stephanie Hatcher

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



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



MACON-BIBB COUNTY
Planning & Zoning

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

Zoning Compliance

PERMIT NO: ZC-2023-1481	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 08/03/2023
ISSUED TO NAME:	Harshadkumar Modi Silkotar23 LLC dba Fine Fare Grocery	
PROPERTY OWNER'S NAME:	Ashesh A. Patel	
PROPOSED USE:	Existing: Commercial, Industrial, or Institutional c-store	
ADDRESS OF PROPOSED USE:	3741 NAPIER AVE	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	N071-0007	ZONING DISTRICT: C-2

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application-- for a convenience store with alcohol packaged to go; No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Any proposed arcade or gaming machines shall occupy less than thirty (30) percent or more of the gross floor area 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 08/03/2024

APPROVED BY: John Langstaff

NOTICE

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



GEORGIA
CORPORATIONS
DIVISION

GEORGIA SECRETARY OF STATE
**BRAD
RAFFENSPERGER**

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	SIKOTAR23 LLC	Control Number:	23079694
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Any legal purpose	NAICS Sub Code:	
Principal Office Address:	3741 NAPIER AVE, MACON, GA, 31204-2752, USA	Date of Formation / Registration Date:	4/8/2023
State of Formation:	Georgia	Last Annual Registration Year:	NONE

REGISTERED AGENT INFORMATION

Registered Agent Name: **HARSHADKUMAR MODI**
Physical Address: **3741 NAPIER AVE, MACON, GA, 31204-2752, USA**
County: **Bibb**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Control Number : 23079694

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

SIKOTAR23 LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **04/08/2023** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **04/11/2023**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 4/8/2023 4:15:02 AM

BUSINESS INFORMATION

CONTROL NUMBER	23079694
BUSINESS NAME	SIKOTAR23 LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	04/08/2023

PRINCIPAL OFFICE ADDRESS

ADDRESS	3741 NAPIER AVE, MACON, GA, 31204-2752, USA
---------	---

REGISTERED AGENT

NAME	ADDRESS	COUNTY
HARSHADKUMAR MODI	3741 NAPIER AVE, MACON, GA, 31204-2752, USA	Bibb

ORGANIZER(S)

NAME	TITLE	ADDRESS
HARSHADKUMAR MODI	ORGANIZER	3741 NAPIER AVE, MACON, GA, 31204-2752, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	HARSHADKUMAR MODI
AUTHORIZER TITLE	Organizer

Ownership Disclosure Form

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

Business:

Trade Name: FINE FARE GALLERY Name of Corporation: SIKOTAR23 LLC

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

Individual:

Name and Title: HARSHAD KUMAR MODI OWNER Telephone Number: (678) 938 1530

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

Residential Street Address: 715 12th ST W, APT D1, TIRTON GA 31799

Mailing Address: 3741 NAPIER 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: _____



TAX COMMISSIONER'S OFFICE
188 Third Street
Macon, Georgia 31201

Alcohol Handler's Beverage License Application

APPLICANT

First Name: HARSHAD KUMAR Last Name: MODI
 Home Address: 715 12TH ST W, APT D1 City: TIPTON State: GA Zip: 31794
 Home Phone #: () [REDACTED] Email: sikotar23lee@gmail.com
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Mailing Address: 3741 NAPIER 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 cash, money order, check or debit/credit card 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.

Modi Harshad Kumar
 Applicant's Signature

11/30/2023
 Date

I hereby certify that Heather Crawford 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 30 day of November, 2023

Heather Crawford
 NOTARY PUBLIC



Heather Crawford
 Notary Public
 Houston County, Georgia
 My Comm. Exp. 08/11/2025

08/11/2025
 MY COMMISSION EXPIRES

Congratulations!

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

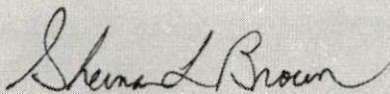
Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

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

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

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

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association Solutions



ID # 24512126
CARD # 24852345

ServSafe Alcohol® CERTIFICATE

HARSHADKUMAR MODI

NAME

11/27/2023

DATE OF EXAMINATION

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



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Executive Vice President, National Restaurant Association Solutions

Sherman Brown



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

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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Harshadkumar Modi



AH001208

ALCOHOL HANDLER

EXP: 12/31/2024

COMMERCIAL REAL ESTATE LEASE CONTRACT
(Convenience Store)

THIS COMMERCIAL REAL ESTATE LEASE CONTRACT (hereinafter "Lease"), made effective the 1st day of May, 2023, by and between **ASHESHKUMAR A. PATEL** (hereinafter referenced as "Landlord") and **SIKOTAR23, LLC C/O HARSHADKUMAR MODI** (hereinafter referenced as "Tenant").

WITNESSETH:

THAT, in consideration of the mutual covenants contained herein, the parties have agreed as follows:

1. Premises. Landlord, for and in consideration of the rents, covenants, agreements and stipulations herein contained, to be paid, kept, and performed by Tenant, has leased and rented, and by these presents does lease and rent unto said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the convenience store portion of the property and improvements located at **3741 NAPIER AVE, MACON, GA – 31204-2752, USA** (the "Premises").

2. Term of Lease. The Term of this Lease shall commence on the 1st day of May, 2023, and, unless sooner terminated as hereinafter provided, shall expire on the 31st day of May 2028 (the "Initial Term"). Provided Tenant is not in default under this Lease, Tenant shall have two (2) option to renew this Lease for an additional five (5) years each, on the same terms as contained herein (the "Renewal Term(s)", the Initial Term and Renewal Term(s) are hereinafter collectively referenced as the "Term") by providing prior written notice to Landlord of Tenant's election to extend this Lease not less than three (3) months, nor more than six (6) months from the expiration date of the then current term.

3. Rental and Late Fees.

3.1 Rental. Tenant agrees to pay Landlord, by payments at Landlord's office, or at any other address as designated by Landlord in writing to Tenant, promptly on the first (1st) day of each month, in advance, during the Term and any Renewal Term(s), rent in the amount as follows:

- a) May 1st, 2023 – May 31st, 2028 \$3,500.00 per month;
- b) June 1st 2028 – May 31st, 2033 \$3,700.00 per month;
- c) June 1st 2033 – May 31st, 2038 \$4,000.00 per month;

3.2 Rental Prorations. In the event the commencement date of this Lease is any day other than the first day of a calendar month, the first month's rental shall be prorated.

3.3 Late Fees. Landlord has no obligation to accept from Tenant any late rental payments or additional rent consisting of all other sums, amounts, liabilities and obligations which Tenant herein assumes or agrees to pay (whether designated rental, additional rent, costs, expenses, damages, losses or otherwise) as hereinafter provided (all of which are hereinafter called "Amounts Due"). Tenant agrees to pay Landlord, promptly at the times and in the manner herein specified, all Amounts Due, without deduction, setoff, abatement, counterclaim or defense. If any Amount Due is not received by Landlord on or before three (3) days following the date on which it is due, Tenant shall pay Landlord a late charge equal to five percent (5%) of the amount of such past due payment, notwithstanding the date on which such payment is actually paid to Landlord. Any Amount Due payable to Landlord by Tenant shall be paid via cash or certified funds/money order, payable to Landlord at the above address, or at such other place(s) as Landlord may from time to time designate in writing. Failure for Tenant to pay any Amounts Due on or before the due date constitutes a default hereunder, however, Landlord's election to accept Amounts Due after the due date shall not operate as a waiver or modification of the Amounts Due or payment terms for any subsequent months.

3.4 Insufficient Funds. In the event any payment is returned for insufficient funds, Tenant shall pay an additional amount equal to (i) \$175.00; or (ii) five percent (5%) of the face amount of the returned instrument, whichever is **greater**.

4. Utilities, Common Area Maintenance, Taxes and Other Amounts.

4.1 Utilities. Tenant shall bear and pay all utility bills, including, but not limited to, water charges, sewer, gas, electricity, fuel, telephone, light and heat for the leased Premises. Tenant shall also bear and pay all charges for garbage collection services or other sanitary services rendered to leased Premises or used by Tenant in connection therewith. If Tenant fails to pay any of said utility bills, charges for garbage collection or other sanitary services or other amounts due, Landlord may, at Landlord's option, pay same and any such amount and/or expenses paid by Landlord shall be paid by Tenant to Landlord, plus an administrative charge of \$175.00, with the next rental payment due.

4.2 Taxes. Throughout the Lease Term, Tenant shall pay, along with the rental amount each month, one-twelfth (1/12th) of all Taxes associated with the Premises. "Taxes" means all federal, state, local, governmental, special district and special service area taxes, charges, assessments and any other government charges, surcharges and levies, general and special, ordinary or extraordinary, including business license fees or charges (including interest thereon whenever same may be payable in installments) which Landlord shall pay or be obligated to pay arising out of the use, occupancy, ownership, leasing, management, repair or replacement of the premises, any appurtenance thereto or any property, fixtures or equipment thereon. Taxes exclude any income, transfer, profit, inheritance or franchise tax which may be imposed upon Landlord. Landlord shall estimate Taxes annually and shall reconcile actual Taxes with payments received from Tenant by March 1 of the succeeding year. Should Taxes be understated, Tenant shall pay any deficiency with the next payment of Rent and Landlord shall appropriately adjust its estimates. Any excess payments shall be credited against Tenant's next payment of Taxes. It is acknowledged and agreed that Tenant shall be solely responsible for any and all personal property tax and/or sales tax assessed for the business, equipment, improvements, and other personally located upon the Premises.

4.3 Landlord's Premises Insurance. Landlord shall, at all times during the Term of this Lease, procure and maintain in full force and effect an All-Risk Premises Insurance Policy on the Premises, all improvements constructed thereon and any additions or alterations thereto or replacements thereof. Said policy is to contain a Replacement Cost Endorsement, insuring against perils therein specified, in an amount equal to not less than one hundred percent (100%) of the replacement cost of all improvements on the Premises, exclusive of foundation and excavation costs, the proceeds of which shall be payable to Landlord and any designated mortgagee in accordance with their respective interests therein. Tenant shall pay any such expense for said insurance, which shall be paid to Landlord with rent, in equal monthly installments.

5. Security Deposit. As security for Tenant's prompt and full payment of the rent and other amounts, and the faithful and timely performance of all provisions of this Lease, to be performed on Tenant's part, the Tenant has pledged and deposited with Landlord **\$5,000.00**. It is acknowledged and agreed that Landlord is not establishing a separate account for such security deposit and such deposit may be commingled with other monies of Landlord. Further, Tenant shall not be entitled to interest, if any, on the security deposit. In the event any default shall be made in the performance of any of the covenants on the part of Tenant with respect to any item or matter, Landlord shall have the right, but shall not be obligated, to apply said security deposit to the curing of such default. Any such application by Landlord shall not be a defense to any action by Landlord arising out of said default and shall be in addition to any other remedies available to Landlord as may be provided by law or this Agreement; and, on demand, Tenant shall restore said security deposit to the full amount set forth. On the expiration, or earlier termination, of this Lease, or any extension or renewal thereof, provided Tenant has paid all of the rent herein called for and fully performed all of the other provisions of this Lease to be performed on its part, the Landlord will return to the Tenant any then remaining balance of said security deposit.

6. Use of Premises. Premises shall be used for a convenience store and the retail sale of gasoline and other petroleum products only. Tenant shall be responsible for all licenses or permits associated with said use. The Premises shall not be used by Tenant for any other purpose unless Landlord agrees in writing to such additional use. Premises shall not be used for any illegal purpose, nor in any manner so as to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises. Tenant shall not commit or allow any waste or nuisance upon the leased Premises, and shall maintain the Premises in a clean, neat, orderly and attractive condition.

7. Operation of the Premises.

7.1 *Restrictions and Guidelines.* Tenant shall (1) keep the Premises, buildings, equipment, fixtures, rest rooms, sidewalks, approaches, and driveways in good condition, properly lighted, clean, safe, sanitary, and free of trash, rubbish, and other debris; (2) keep the approaches, driveways, and service areas uncluttered and free of parked vehicles, trailers, and other obstructions, including ice and snow, at all times; (3) not engage in or permit any improper act or conduct on the Premises detrimental to Tenant, or Landlord, or any member of the public; (4) comply with all laws, ordinances, rules, or regulations of constituted public authority applicable to the use and occupancy of the Premises, use of the equipment and the conduct of the business; (5) keep the business adequately stocked with petroleum products and inventory normally stocked at a convenience store; (6) keep the business open at least eighteen (18) hours a day, seven days per week; and (7) comply with all requests necessary to keep the existing brand at the location (note, Tenant shall have the right to contract with petroleum product supplier of Tenant's choice).

7.2 *Failure to Comply.* In the event, Tenant fails to comply with its obligations under this Paragraph 7, Landlord may, in addition to any other rights and remedies available, take such action and/or expend such monies as may be necessary to bring the location into compliance with such guidelines, obligations and any requirements including those regarding cleanliness. In the event Landlord expends any money or resources in this regard, Tenant shall pay to Landlord such money expended and/or the fair market value of the resources expended, plus an administrative charge of 15% of such amount, with the rent payment next due.

8. 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.**

9. Repairs and Maintenance.

9.1 *Repairs and Maintenance by Tenant.* Landlord gives to Tenant exclusive control of Premises and shall be under no obligation to inspect said Premises. Tenant acknowledges that Tenant has had the right to inspect the Premises and any equipment and Tenant accepts the same in their present condition and as suited for the intended use by Tenant "AS IS, WITHOUT WARRANTY". Except as provided in Paragraph 9.2, Tenant shall during the Term, at Tenant's sole cost and expense, maintain in good order and repair the leased Premises, as well as the property the Premises is part and the common areas, and all equipment, fixtures and other improvements located upon the Premises, the property the Premises is part and the common areas, including, but not limited to the parking lot, roof, foundation, canopy, exterior walls, underground utility and sewer pipes. Tenant further agrees to care for the grounds around the building, including the mowing of grass, care of shrubs, general landscaping. Additionally, Tenant shall be responsible for any repairs or maintenance to the pumps, underground storage tanks, and associated equipment. Tenant agrees to return the Premises and all equipment, and other improvements to Landlord, at the expiration or prior to the termination of this Lease, in as good condition and repair as when first received, natural wear and tear and acts of God excepted. In the event Tenant fails to maintain and repair the Premises or any equipment located thereon within twenty-hours (24) of learning of such maintenance and repair, Landlord shall have the right, at Landlord's option, to maintain and/or repair said Premises or equipment and charge any costs and expenses associated therewith to Tenant.

9.2 *Repairs and Maintenance by Landlord.* It is acknowledged that the intent of the parties for the Landlord to have no duty to repair or maintain any portion of the Premises, the property the Premises is part, any common areas, equipment, fixtures or other improvements located thereon whatsoever.

10. Environmental. Tenant shall comply with all environmental laws, rules and regulations pertaining to the operation of the business on the Premises including all of the requirements pertaining to underground storage tanks. Further, without limiting the foregoing, Tenant agrees to the following:

(a) Tenant is involved in the sale of petroleum products upon the Premises. Tenant understands and acknowledges that the leakage of petroleum products from underground tanks and/or other petroleum dispensing equipment is a concern for which Tenant accepts responsibility as the operator of a retail facility. Tenant must take diligent and continual cautions to discover and stop any such leakage through adequate inventory control.

(b) Tenant agrees to notify promptly Landlord of any release or unexplained loss of products. Tenant shall confirm in writing to Landlord any such oral notification within twenty-four (24) hours.

(c) Tenant agrees to retain inventory control compliance records for all underground tanks for a minimum of three (3) years, to make such records available to Landlord for inspection and copying during normal business hours. In no event shall Tenant destroy such inventory control compliance records without making them available to Landlord.

(d) Tenant agrees to inspect the petroleum product storage and handling facility, and surrounding areas at least once a week for indications of possible leakage. This inspection should include, but is not limited to, careful visual review of the following areas: (1) around and under product dispensers; (2) inside remote pump access boxes; (3) inside product full boxes; and (4) low areas, such as pumps, hillsides or culverts. Any indication of leakage (actual product or odors thereof) should be reported promptly as stated above.

(e) Tenant agrees to indemnify, defend, and hold Landlord harmless from all clean-up costs, personal injury, death or property damage claims, and fines or penalties which arise out of or are related to the leakage of petroleum products during the Term or the Renewal Terms of the Lease as the result of any acts or omissions of Tenant. Further Tenant agrees to participate in the GUST Trust Fund and take all actions necessary to maintain eligibility thereunder. Tenant shall be liable for the deductible under the GUST Trust Fund should a release occur.

(f) Tenant agrees to provide to Landlord upon demand, or at a minimum, at least annually, copies of all leak detection or other compliance records. Tenant shall maintain such records for a minimum of three (3) years.

11. Destruction of or Damage to Premises. If Premises are totally or partially destroyed by storm, fire, lightning, earthquake, or other casualty, this Lease shall not terminate and rental shall not abate and Tenant shall restore Premises to substantially the same condition as existed before damage as speedily as practicable.

12. Indemnification of Landlord Against Loss or Claim. For and during the Term and any Renewal Term(s) of this Lease, 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. Further, Tenant shall defend, indemnify, and save harmless Landlord from and against all claims, demands, liabilities, losses, or costs to which Landlord may be subjected for or by reason of any person, firm, or corporation seeking to hold or holding Landlord liable or in any way responsible for the debts or obligations incurred in any manner in connection with the conduct and operation of the business conducted on the Premises.

13. Tenant's Insurance of the Premises.

13.1 General Property Insurance. Tenant shall, at Tenant's sole cost and expense, keep Tenant's property, inventory and equipment insured in an amount equal to not less than one hundred percent (100%) of their full insurable value. Tenant acknowledges that so long as this Lease is in effect, the proceeds from any such policy shall be used for the repair or replacement of said fixtures, equipment and merchandise.

13.2 Comprehensive/General Liability Insurance. Tenant shall, at Tenant's expense, provide and keep in force for the benefit of Landlord comprehensive general liability insurance covering the Premises and the business to be operated thereon, in which insurance policy or policies Landlord, as well as Tenant, shall be named as an insured. The said policy or policies of insurance shall provide for limits of liability for bodily injury of not less than \$1,000,000.00 single limit coverage for each accident or occurrence, and not less than \$350,000.00 for property damage. Tenant shall furnish to Landlord evidence of such insurance within fifteen (15) days of the date hereof and at such other times as Landlord may require.

14. 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.

15. 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.

16. Assignment and Subletting.

Transfer or Sale of Interest. Tenant shall assign or sublet this Lease or any interest hereunder, or sublet Premises or any part thereof, or permit the use of the Premises by any party other than Tenant without the prior written consent of Landlord.

17. Default. It is mutually agreed that in the event Tenant shall default in the payment of rent, including additional rent herein reserved when due, or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the payment of rent, including but not limited to those enumerated in Paragraph 7; or if a petition for voluntary or involuntary bankruptcy or reorganization under the Bankruptcy Act is filed as to Tenant; or if a receiver is appointed for Tenant's property; or if, whether voluntarily or involuntarily, Tenant 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 Tenant makes an assignment for the benefit of creditors; or if Tenant's effects should be levied upon or attached under process against Tenant; or if Tenant violates or is in default of any other agreements between Landlord and Tenant; or if Tenant breaches or is in default of the Petroleum Contract Supply Agreement for the Premises, Landlord at its option may (i) terminate this Lease by written notice to Tenant whereupon this Lease shall terminate immediately and possession of the Premises shall immediately be returned to Landlord; (ii) not terminate this Lease and enter the Premises and take possession thereof and relet the Premises or any portion thereof on such terms as Landlord deems appropriate. Any rent from any reletting shall be applied to any indebtedness other than rent owing to Landlord, second to Landlord's attorney's fees and brokerage fees and other expenses of exercising its rights, and third, to the rent due. Tenant agrees to pay any deficiency within ten (10) days of demand by Landlord therefor; or (iii) pursue separately or concurrently, any and all other remedies allowed by law or in equity.

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 therefrom; and Landlord may forthwith re-enter the Premises and repossess itself thereof, and remove all persons and effects therefrom, 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.

It is expressly agreed that no termination of this Lease as the result of Tenant's default or breach shall have the effect of releasing Tenant from any obligation to pay the full rent due for the entire period of the then existing Term or any Renewal Term.

18. Notices. All notices, payments, and demands permitted or required to be given by either party to the other hereunder shall be deemed to have been fully given when made in writing and deposited in the United States Mail, certified or registered, postage prepaid, and addressed as follows:

Landlord:
ASHESHKUMAR A. PATEL

3741 NAPIER AVE,
MACON GA - 31204

Tenant:
SIKOTAR23, LLC

C/O HARSHADKUMAR MODI
715 12TH ST W, APT D1,
TIFTON, GA -31794

or to such other place as Landlord or Tenant may, from time to time, designate in a notice to the other.

19. **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 may also be sent to Tenant's last known address, if different from the Premises.

20. **Termination for Non-Payment.** In the event Tenant fails to pay any Rent or Additional Rent when due, Landlord may terminate this Lease, in which event, unless Landlord has previously taken possession of the Premises, Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to do so, Landlord may, without prejudice to any other remedy which Landlord may have for possession or recovery of Rent, Additional Rent or other sums due, enter upon and take exclusive possession of the Premises, or, at Landlord's election, by writ of possession. Tenant waives the provisions of O.C.G.A. § 44-7-52. All of Landlord's rights and remedies under the Lease and otherwise are intended to be distinct, separate and cumulative and no such right and remedy therein or herein mentioned is intended to be in exclusion of, or a waiver of, any of the others.

21. **Personal Guaranty.** It is acknowledged and agreed that the payment, obligations, performance, and other requirements contained in this Lease shall be personally guaranteed by all members/officers or shareholders of assignee pursuant to a Personal Guaranty of Payment and Performance on a form acceptable to Landlord.

22. **Licenses and Permits.** During the Term, Tenant shall be responsible to obtain and maintain, at Tenant's sole cost and expense, Tenant's own licenses and/or permits required to operate such a business upon the Premises, including, but not limited to any necessary beer/wine, liquor and lotto licenses. Tenant agrees to acquire from the appropriate authorities, and agrees to maintain, any required and/or necessary permits, licenses and/or qualifications, prior to (i) operating Tenant's business upon the Premises; and/or (ii) making any improvement, modification or other change to the Premises (said improvement, modification or change may require the prior written consent of Landlord). Tenant shall be responsible for all obligations, claims, and debts of the business upon the Premises arising during the Term. Tenant agrees to indemnify and hold Landlord harmless from all losses, claims, damages, or assessments, including attorney fees and costs, incurred by Tenant or the business operated upon the Premises, for any citation/violation of any permit or license.

23. **Signs.** Tenant shall not install, paint, display, inscribe, place, or affix any sign, picture, advertisement, notice, lettering, or direction (hereinafter collectively called "Signs") on the exterior of the Premises, the common areas of the building upon the Premises, the interior surface of glass and any other location which could be visible from outside of the Premises without first securing written consent from Landlord therefore. Any Signs permitted by Landlord shall, at all times, conform with all municipal ordinances or other laws, rules, regulations, deed restrictions, and protective covenants applicable thereto. Tenant shall remove all Signs at the expiration or other termination of this Lease, at Tenant's sole risk and expense, and shall in a good and workman like manner properly repair any damage caused by the installation, existence, or removal of Tenant's Signs.

24. **Alterations.** Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this paragraph upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free from any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) at the termination of this Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery or equipment.

25. **Quiet Enjoyment.** So long as Tenant complies with all provisions hereof, Tenant shall have quiet enjoyment of the Premises.

26. **Entry for Carding, etc.** Landlord may card Premises "For Rent" or "For Sale" sixty (60) days before termination of this Lease. Landlord may enter the Premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.

27. **Effect of Termination of Lease.** No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the full term.

28. **Mortgagee's Rights.** Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt, which is now, or may hereafter be, placed upon the Premises by Landlord.

29. **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 written consent.

30. **Holding Over.** If Tenant remains in possession of the Premises after expiration of the Term hereof, with or without Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a Tenant at will at 150% the rental rate in effect at the end of the Lease. There shall be no renewal of this Lease by operation of law.

31. **Right to Inspect or Audit.** Landlord, or Landlord's agents, shall have the right to enter the Premises, during reasonable hours, to examine the Premises or business operations, including, but not limited to auditing the books and records of the business, purchase and sale invoices/records, or to make repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation of the Premises, or to determine whether the terms of this Lease are being complied with.

32. **Attorney's Fees and Homestead.** In the event Landlord retains an attorney at law to enforce any provision of this Lease, Tenant agrees to pay Landlord's reasonable attorney's fees. Tenant waives all homestead rights and exemptions which it may have under any law against any obligations owing under this Lease. Tenant hereby assigns to Landlord its homestead and exemption.

33. **Arbitration.** Any claim or controversy between Landlord and Tenant arising out of, or relating to this Lease shall be decided by arbitration at Atlanta in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a single arbitrator appointed in accordance with such rules. The award rendered by the arbitrator shall be final, and judgment may be entered upon it at any court having jurisdiction.

34. **Right of First Refusal.** Landlord hereby grants to Tenant the right of first refusal to purchase from Landlord, the fee real property making up the Premises, together with all buildings, equipment and improvements owned by Landlord which are located upon the Premises (hereinafter collectively referenced as "First Refusal Property") in accordance with the following terms and conditions:

34.1 **Offer to Sell.** If Landlord desires to sell all or part of its interest in the First Refusal Property, and Landlord receives a bona fide offer for the same which Landlord wishes to accept, Landlord shall notify Tenant in writing of the terms thereof and provide Tenant with a complete copy of the executed written agreement or other documents embodying such offer which contain all of the terms and conditions between the parties, with no material terms yet to be negotiated, together with copies of all information regarding the First Refusal Property.

34.2 **Exercise of Right.** Tenant shall have the right to acquire such interest of Landlord at the price and on the terms of such offer if Tenant, within fifteen (15) days after Tenant's receipt of such written notice from Landlord of any such offer, notifies Landlord in writing of Tenant's exercise of such option. If Tenant exercises such right, the transaction shall be consummated within thirty (30) days after delivery to Landlord of Tenant's notice of exercise or at such later date as may be specified in the offer and Landlord and Tenant shall

perform such acts as are necessary to satisfy their obligations under the offer.

34.3 Completion of Sale. If Tenant does not exercise such right, Landlord may, at any time within three (3) months after the expiration of such fifteen (15) day period, but no later, sell, or otherwise transfer such interest, but only to the original offeror and only upon the terms of the offer submitted by Landlord to Tenant. Tenant's rights hereunder shall continue to apply until (i) Landlord's entire interest is transferred in accordance herewith; or (ii) the Lease is terminated.

35. Time of Essence. Time is of the essence of this agreement.

36. Rights Cumulative. All rights, powers, and privileges conferred hereunder upon parties hereto shall be cumulative, including those rights given by law.

37. No Waive 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.

38. 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.

39. Terms Inclusive. This Lease contains the entire agreement between the parties hereto and no representations, inducements, promises, or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect. "Landlord" as used in this Lease shall include Landlord, its assigns, and successors. "Tenant" shall include Tenant, his heirs, and representatives, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees, 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.

40. Entire Agreement. This document contains the entire agreement between the parties hereto and no representations, inducements, promises, or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

41. Inherent Risks.

41.1 Acknowledgement of Risks. Without limiting the other terms and conditions of this Lease, Tenant specifically acknowledges and further agrees that: a) There are inherent risks in the operation of a business at the Premises and Tenant is willing and able to bear such risks, including, without limitation, the loss of any investment in the Premises or such business upon termination of this Lease; b) upon termination of this Lease for any reason, Landlord shall have the right to use the Premises as it deems appropriate, including, but not limited to selling the Premises, operating a similar or other business upon the Premises, converting the Premises to any other use Landlord deems appropriate or leasing the Premises to a new lessee; c) Landlord has no obligation to lease the Premises to any new lessee, whether or not prospective lessee is willing to purchase Tenant's inventory, trade fixtures, or equipment; d) Any improvements, fixtures or equipment are not or cannot be removed in accordance with the provisions of the Lease shall become the sole and entire property of Landlord upon termination of this Lease; e) Landlord has no obligation to reimburse Tenant for any losses which Tenant might suffer in the operation of Tenant's business at the Premises or due to the termination of this Lease; and f) Landlord has no obligation to purchase any of Tenant's inventory, equipment or trade fixtures, or to reimburse Tenant for any sums invested by Tenant to improve the Premises or the business operated by Tenant on the Premises.

41.2 Release of Landlord. Tenant hereby releases and forever discharges Landlord, its affiliates and their respective shareholders, directors, officers, employees and agents (collectively, the "Released Parties") from any and all losses, damages, injuries, claims, demands, rights and causes of action, which may befall or accrue to Tenant arising out of or in any way connected with the following: a) Landlord's exercise of its right to terminate this Lease; b) Landlord's exercise of any other right under this Lease; c) Landlord's refusal to

reimburse Tenant for any investment or improvements made by Tenant in the Premises or in Tenant's business; d) Landlord's refusal to approve any subsequent lessee; e) Tenant's inability to sell Tenant's inventory, equipment or trade fixtures; or f) Landlord's refusal to purchase Tenant's inventory equipment or trade fixtures.

41.3 Personalty Removed Upon Lease Termination. At the termination or expiration of the Lease Term, Tenant shall surrender the Premises on the same condition as it was in upon delivery or possession thereto under this Lease except for the pumps and improvements described in Paragraph 43.3 of this Lease, reasonable wear and tear excepted, and shall deliver all keys to locks to Landlord. Before surrendering the Demised Premises, Tenant shall remove, prior to the expiration of the Lease Term, all of its personal property, but not any trade fixtures, alterations, additions and decorations. Tenant's obligations to perform under this provision shall survive the expiration of the Lease Term. If Tenant fails to remove its property upon the termination or expiration of the Term or Renewal Term, such property shall be deemed abandoned and shall become the property of Landlord.

42. Assignment of Supply Agreement. Tenant shall enter into a Contract with fuel Supply Agreement., for the exclusive supply of petroleum products to the Premises, on the date hereof.

43. Special Stipulations. Insofar as the following stipulations conflict with any of the foregoing provisions, the following shall control:

43.1 Document Preparation. Each party has had the opportunity to be represented by counsel and negotiate this Agreement. This Agreement shall not be interpreted against either party as drafter. Tenant has had the ability to conduct any appropriate due diligence and accepts the Premises, business, and equipment, if any, based on Tenant's own inspection.

IN WITNESS WHEREOF, the parties have hereunto placed their hands and seals the day and year first written above.

LANDLORD:
ASHESHKUMAR A. PATEL

A. A. Patel
By: ASHESHKUMAR A. PATEL
LANDLORD

TENANT:
SIKOTAR23, LLC
A Georgia Corporation

H. H. Modi
By: HARSHADKUMAR MODI
CEO, CFO & SECRETARY

EXHIBIT "A"

LEGAL DESCRIPTION

The gas station and convenience store upon the property located at 3741 NAPIER AVE, MACON, GA – 31204-2752, USA.

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.

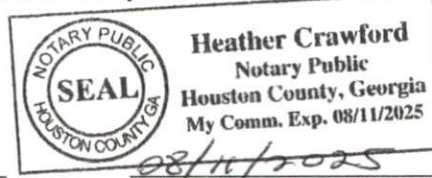
Agent's Signature: Modi Harshadkumar Date: 11/30/2023

Business Name SIKOTAR 23 LLC dba FINE FARE GROCERY

I hereby certify that Modi Harshadkumar (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 30 day of November, 2023.

[Signature]
NOTARY PUBLIC



MY COMMISSION EXPIRES

Owner/Individual Certification

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

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

Title: Owner

Business Name: _____

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

This _____ day of _____, 20____.

NOTARY PUBLIC

MY COMMISSION EXPIRES

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: SIKOTAR 23 LLC dba FINE FARE GROCERY

Business Address: 3741 NAPIER AVE, MACON GA 31204

Instructions:

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

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

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

Definitions:

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

- ☐ **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.

Mark Flanagan
Applicant/Agent Signature

11/30/2023
Date

SECURITY CAMERA COMPLIANCE VERIFICATION
--

Instructions:

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

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

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

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

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

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

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

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

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

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

Business Name: SIKOTAR23 LLC dba FINE FARE GROCERY

Business Address: 3741 NAPIER AVE, MACON GA 31204

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


Code Enforcement Department Designee

12/7/23
Date

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

Modi Harshbarger
Applicant/Agent Signature

11/30/2023
Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

<u>Modi Harshadkumar P.</u>	<u>HARSHADKUMAR MODI</u>	<u>11/30/2023</u>
Signature	Print Name	Date



Alcohol License Questionnaire

Name of Business: SIKOTAR23 LLC dba FINE FARE GROCERY.
 Owner's Name: HARSHADKUMAR H. MODI
 Address: 715 12TH ST W APT D1
TIFTON GA 31794

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? N.A.
 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

HARSHADKUMAR MODI
 Printed Name of person completing form

Modi Harshadkumar H.
 Signature of person completing form

11/30/2023
 Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

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

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

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

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

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

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

Business Name: SIKOTAR23 LLC dba FINE FARE GROCERY

Business Address: 3741 NAPIER 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

Macki Haywood
Applicant/Agent Signature

Date

11/30/2023

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 #

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



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

Reviewed By: _____

OFFICE USE ONLY
ALCOHOL APPLICATION

Applicant Name: Harshadkumar Modi

Fingerprints: Completed 1.19.24

Business Name: Sikotar23 LLC DBA Fine Fare Grocery

Business Address: 3741 Napier Avenue, Macon, GA 31204

DocuSigned by:

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

1/23/2024

Granted

David J. Davis

 Sheriff, Macon-Bibb County, Georgia
 1C561778CDEE414...

_____ Date

Denied

_____ Date
 Sheriff, Macon-Bibb County, Georgia

I recommend that the license requested herein be:

Granted

_____ Date
 Mayor, Macon-Bibb County, Georgia

Denied

_____ Date
 Mayor, Macon-Bibb County, Georgia

I recommend that the license requested herein be:

Granted



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

Denied



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



**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 3/28/2024 (Date) ^{DS}
SD (Initials)

Comments

After review, legal recommends denial. Self identified as gas station but did not have gas upon inspection.
Meets the legal definition of a vice mart at this time. SDD

Initials

^{DS}
SF Stephanie Freeman, Administrative Office Specialist

ADDED TO THE MAY 7, 2024 PRE-COMMISSION AGENDA



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

License Fees are Prorated by Month that Completed Application is Submitted

2021 LICENSE FEES (Check All That Apply)

*Distilled Spirits Packaged to Go	\$2,900	*Malt Packaged to Go	\$800	Wine Packaged to Go	\$700
*Distilled Spirits C.O.P.	\$2,900	*Malt C.O.P.	\$800	Wine *C.O.P.	\$700
*Distilled Spirits Wholesaler	\$3,600	*Malt Wholesaler	\$1,000	Wine Wholesaler	\$800
*Distilled Spirits Manufacturers	\$4,300	*Malt Manufacturer	\$2,500	Wine Manufacturer	\$1,700
Brewpub	\$2,500	Out-of-Town Wholesaler	\$100	Brown Bag	\$300
Malt Beverage Taproom	\$2,500	Cocktail Room	\$2,500	Alcohol Beverage Caterer	\$600
		Malt and Wine Packaged to Go	\$2,600	Temporary Alcohol License	\$100
Please check here if you are applying for a Business Continuation License.					
Business Continuation License 25% of applicable licensing fees					
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premises)	

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

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

Agent Information

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

Location/Business Information

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

Business Continuation

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

Rev.07/2021

Select One: New Business Change of location Change of Business

BUSINESS

Federal Tax ID #: 92-2136148 State Tax ID #: 20283054236
 Business Name: Busy Corner Corporate and Trade Name: Busy Corner Macon Inc
 Local Business Address: 885 MLK BLVD Macon, GA 31201
(P.O. Box Not Allowed) City State Zip
 Mailing Address: 885 MLK JR BLVD Macon, GA 31201
(P.O. Box Not Allowed) City State Zip
 Local Business Phone #: (478) 447-0402 Email Address: mrchmbless@yahoo.com
 Contact Person: MOHAMMAD HAYDER Contact Phone #: [REDACTED]

AGENT

Agent's Name: MOHAMMAD HAYDER Agent's Title: Manager/Owner
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Home Address: 4690 Log Cabin DR City: Macon State: GA Zip: 31204
 Home Phone #: [REDACTED] Email: mrchmbless@yahoo.com
 Mailing Address: 885 MLK JR BLVD City: MAcon State: GA Zip: 31201

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: _____ Title: _____
 Home Address: _____ City: _____ State: _____ Zip: _____
 Home Phone #: _____ Email: _____
 Mailing Address: _____ City: _____ State: _____ Zip: _____

Rev. 10/2021

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print):	MOHAMMAD HASHIR HAYDER		
Home Address:	4690 LOG CABIN DR MACON GA 31204		
Sex	Race	Date of Birth	Social Security Number
M	B		

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


 Signature

6-26-2023
 Date

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

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

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

 Agency Designee Signature and Title

 Date

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

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

- 1) 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: Busy Corner

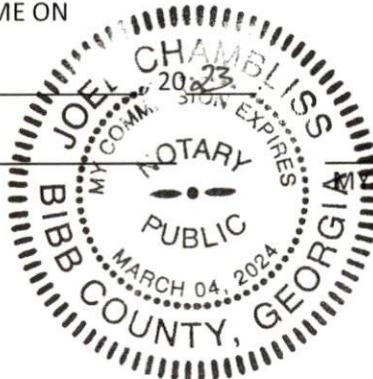
Printed Name of Applicant: MOHAMMAD HAYDER

*Signature of Applicant: [Signature]

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 26 DAY OF June

NOTARY PUBLIC [Signature] 3/4/24



MEASUREMENT FORM

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

APPLICANT: MOHAMMAD HAYDER

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 885 MLK JR. BLVD.

BUSINESS NAME: BUSY CORNER MACON INC.

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: 8-29-2023

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

RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises.

OR

Package Sale to Go (Convenience Store)

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

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

(Revised 8-23-2023) PJH

Busy Corner Macon Inc.
 # 885 MLK Jr. Blvd.
 1050' — SCHOOL GROUND property line
 Northside Prep Downtown
 1060' — SCHOOL BUILDING
 Northside Prep Downtown
 2,775' — COLLEGE CAMPUS property line
 Mercer University - #433 Cherry Street
 6,700' — ALCOHOLIC TREATMENT CENTER building
 River Edge - Emory Highway
 4,100' — PUBLIC LIBRARY or BRANCH building
 Washington Memorial
 3,200' — MACON-BIBB COUNTY HOUSING AUTHORITY property
 # 1130 Oglethorpe Street
 775' — CHURCH (building)
 Greater Turner Tabernacle AME Church
 700' — CHURCH GROUNDS
 Greater Turner Tabernacle AME Church
 4,600' — M-B COUNTY RECREATION CENTER property
 Elaine H. Lucas Senior Center
 N/A — Vice Mart - Small Box Retail Store - Small Box Discount store (2500')
 Applicant self-identifies as a:
 "GAS STATION"

J.C.B.

OK!

Paul J. Hornowski
 August 28, 2023



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

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

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

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

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
130597	455670	Print Legal Ad-IPL01355130 - IPL0135513		\$46.36	1	28 L

Attention: Joel Chambliss

Joel Chambliss
885 mlk jr Blvd
Macon, GA 31201

mrchmbllss@yahoo.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST
FOR Beer/Wine Package to go

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the August 22, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Busy Corner Macon Inc, 885 MLK JR BLVD 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 August 15, 2023. Mohammad Hayder, Applicant
IPL0135513
Aug 15,22 2023

To Whom It May Concern:

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

2 insertion(s) published on:

08/15/23, 08/22/23

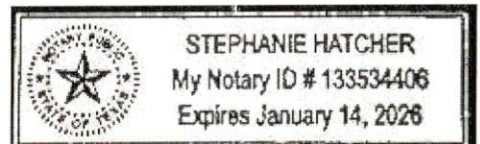
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

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

Stephanie Hatcher

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



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



MACON-BIBB COUNTY
Planning & Zoning

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

Zoning Compliance

PERMIT NO: ZC-2023-801	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 04/10/2023
ISSUED TO NAME:	Mohammad Hayder	
	Busy Corner LLC	
PROPERTY OWNER'S NAME:	JZ INVESTMENTS LLC	
PROPOSED USE:	Existing: Commercial, Industrial, or Institutional c-store	
ADDRESS OF PROPOSED USE:	885 MARTIN LUTHER KING JR BLVD	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	Q082-0187	ZONING DISTRICT: CBD-2

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application-- for a change of ownership of a convenience store with alcohol packaged to go; No outside storage, sales, or display authorized. No construction authorized by this permit. 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 04/10/2024

APPROVED BY: John Langstaff

NOTICE

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

Control Number : 23025657

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

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

BUSY CORNER MACON INC
a Domestic Profit Corporation

has been duly incorporated under the laws of the State of Georgia on **02/01/2023** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **02/03/2023**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF INCORPORATION

Electronically Filed

Secretary of State

Filing Date: 2/1/2023 10:45:36 AM

BUSINESS INFORMATION

CONTROL NUMBER	23025657
BUSINESS NAME	BUSY CORNER MACON INC
BUSINESS TYPE	Domestic Profit Corporation
EFFECTIVE DATE	02/01/2023
SHARES	1000

PRINCIPAL OFFICE ADDRESS

ADDRESS	885 MARTIN LUTHER KING JR BLVD, MACON, GA, 31201, USA
----------------	---

REGISTERED AGENT

NAME	ADDRESS	COUNTY
MOHAMMAD H HAYDER	885 MARTIN LUTHER KING JR BLVD, MACON, GA, 31201, USA	Bibb

INCORPORATOR(S)

NAME	TITLE	ADDRESS
MOHAMMAD H HAYDER	INCORPORATOR	885 MARTIN LUTHER KING DR BLVD, MACON, GA, 31201, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	MOHAMMAD H HAYDER
AUTHORIZER TITLE	Incorporator

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: Busy CORNER Name of Corporation: Busy Corner Macon Inc

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

Individual:

Name and Title: MOHAMMAD HAYDAR Telephone Number: (____) _____

Date of Birth: _____ Social Security Number: _____

Residential Street Address: 4690 LOG CABIN DR MACON, GA 31204

Mailing Address: 885 MLK JR BLVD MACON, GA 31201

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
- ☐ Limited Partnership (LP)
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ____% of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLP)
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ____% of all outstanding general partnership interests.
- ☐ Limited Liability Company (LLC)
 - ☐ Managing Member, Total number of Managing Members: _____
 - ☐ Member holdings ____% of all outstanding membership interests
- ☒ Privately Held Corp./Company
 - ☐ Corporate Officer: Yes ☒ No
 - ☐ Shareholder holding 100 % of all outstanding ownership interests.
- ☐ Publicly Traded Company
 - ☐ Corporate Officer: Yes ____ No ____
- ☐ Other
 - ☐ Other person exercising operational authority over the entity: _____



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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Mohammad Last Name: Hayden
Home Address: 4690 Low Cabins Dr 501-3 City: Macon State: GA Zip: 31204
Home Phone #: [REDACTED] Email: mrchambliss@yahoo.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 885 MLC JR BLVD City: Macon State: GA Zip: 31201

- ☒ A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- ☐ An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.
- ☐ Current Color (passport size) photographs of applicant.
- ☐ \$25 cash, money order, cashier's check, or personal check payable to Macon-Bibb County Tax Commissioner

CERTIFICATION

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

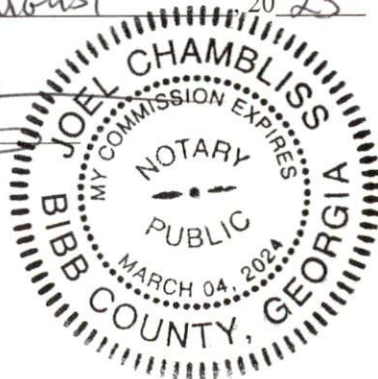
Applicant's Signature: [Signature]

Date: 08/30/2023

I hereby certify that Mohammad Hayden 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 30th day of August, 2023

NOTARY PUBLIC



03-04-2024
MY COMMISSION EXPIRES

Rev. 7/2021





Mohammad Hayder



AH001066

ALCOHOL HANDLER

EXP: 12/31/2023

COMMERCIAL LEASE AGREEMENT

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

BETWEEN:

Mountain Express LLC of 885 Martin Luther King Jr Blvd, Macon, GA 31201, USA

Telephone: _____
(the "Landlord")

OF THE FIRST PART

- AND -

Busy Corner LLC of 885 Martin Luther King Jr Blvd, Macon, GA 31201, USA

Telephone: (678) 760-4613
(the "Tenant")

OF THE SECOND PART

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

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 885 Martin Luther King Jr Blvd, Macon, GA 31201, USA, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
 - c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are

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

- ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- e. "Premises" means the commercial premises at 885 Martin Luther King Jr Blvd, Macon, GA 31201, USA.
- f. "Rent" means the total of Base Rent and Additional Rent.

Intent of Lease

- 2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

Leased Premises

- 3. The Landlord agrees to rent to the Tenant the commercial premises municipally described as 885 Martin Luther King Jr Blvd, Macon, GA 31201, USA (the "Premises").

The Premises will be used for only the following permitted use (the "Permitted Use"):

Store.

Term

4. The term of the Lease commences at 12:00 noon on February 7, 2023 and ends at 12:00 noon on February 7, 2028 (the "Term").
5. Notwithstanding that the Term commences on February 7, 2023, the Tenant is entitled to possession of the Premises at 12:00 noon on February 1, 2023.
6. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

Rent

7. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$3,100.00, payable per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.
8. The Tenant will pay the Base Rent on or before the first of each and every month of the Term to the Landlord.
9. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

Use and Occupation

10. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the Term and throughout the Term, and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
11. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

12. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

Quiet Enjoyment

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

Distress

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

Overholding

15. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the Term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

Additional Rights on Reentry

16. If the Landlord reenters the Premises or terminates this Lease, then:
 - a. notwithstanding any such termination or the Term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;

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

fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and

- iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the Term had it not been terminated, at the option of the Landlord, either:
 - i. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the Term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or
 - ii. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

Renewal of Lease

- 17. Upon giving written notice no later than 60 days before the expiration of the Term, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for any signing incentives/inducements and this renewal clause.

Utilities and Other Costs

- 18. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water and sewer.

Insurance

- 19. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's policy of insurance.

Abandonment

- 20. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the

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

Governing Law

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

Severability

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

Assignment and Subletting

23. The Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Premises, nor grant any license or part with possession of the Premises or transfer to any other person in whole or in part or any other right or interest under this Lease (except to a parent, subsidiary or affiliate of the Tenant), without the prior written consent of the Landlord in each instance, which consent will not be unreasonably withheld so long as the proposed assignment or sublease complies with the provisions of this Lease.

24. Notwithstanding any assignment or sublease, the Tenant will remain fully liable on this Lease and will not be released from performing any of the terms, covenants and conditions of this Lease.
25. If the Lease is assigned or if the Premises or any part of the Premises are sublet or occupied by anyone other than the Tenant, the Landlord may collect rent directly from the assignee, subtenant or occupant, and apply the net amount collected, or the necessary portion of that amount, to the rent owing under this Lease.
26. The prohibition against assigning or subletting without the consent required by this Lease will be constructed to include a prohibition against any assignment or sublease by operation of law.
27. The consent by the Landlord to any assignment or sublease will not constitute a waiver of the necessity of such consent to any subsequent assignment or sublease.

Bulk Sale

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

Care and Use of Premises

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

Surrender of Premises

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

Hazardous Materials

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

Rules and Regulations

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

General Provisions

36. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
37. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
38. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
39. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
40. Time is of the essence in this Lease.
41. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 1ST day of FEB, 2023


(Witness)

Mountain Express LLC (Landlord)

Per:  (SEAL)

(Witness)

Busy Corner LLC (Tenant)

Per:  (SEAL)

Mail body:

DocuSign Envelope ID: 73E5D6BC-B10E-4412-9117-3DF54C4A04FA



**FOURTH AMENDMENT OF COMMERCIAL LEASE, FUEL SUPPLY AGREEMENT
AND REBATE AGREEMENT**

THIS FOURTH AMENDMENT OF COMMERCIAL LEASE, FUEL SUPPLY AGREEMENT AND REBATE AGREEMENT ("Amendment"), made and entered into as of the date the last party executes this Amendment, by and among **MOUNTAIN EXPRESS OIL COMPANY**, a Georgia corporation, having a mailing address of 3650 Mansell Road, Suite 250, Alpharetta, Georgia 30022 ("Landlord/Supplier"), **BUSY CORNER 885 LLC**, a Georgia limited liability company, **AMENA BEGUM**, an individual resident of the State of Georgia, both having a mailing address of 3584 Stewart Road, Atlanta, GA 30340, **AFREEN JUDDHA**, an individual resident of the State of Georgia, having a mailing address of 106 Bandon Way, Peachtree City GA 30269 ("Tenant/Dealer"), **BUSY CORNER MACON INC.**, a Georgia corporation, and **MOHAMMAD HASHIR HAYDER**, an individual resident of the State of Georgia, having a mailing address of 207 N Decatur Lane, Apt 207, Decatur, Georgia 30033 ("Additional Tenant/Dealer") (Landlord/Supplier, Tenant/Dealer, and Additional Tenant/Dealer are sometimes referred to collectively herein as the "Parties").

W I T N E S S E I H:

WHEREAS, Landlord/Supplier and Tenant/Dealer entered into that certain Commercial Lease, Fuel Supply Agreement and Rebate Agreement, as may have been amended, dated March 24, 2020 (collectively, "Agreements") for Mountain Express Store #593 located at 885 Martin Luther King Jr. Blvd, Macon, GA 31201 ("Location"); and

WHEREAS, the Parties wish to amend the Agreements to add Additional Tenant/Dealer to the Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Additional Tenant/Dealer shall be added as "Dealer" to the Fuel Supply Agreement.
2. Additional Tenant/Dealer shall be added as "Tenant" to the Commercial Lease.
3. Additional Tenant/Dealer shall be added as "Dealer" to the Rebate Agreement.
4. Additional Tenant/Dealer hereby agrees to be bound by and responsible for any and all duties, obligations and responsibilities contained in the Agreements.

1

Store #593E

Mail body:

DocuSign Envelope ID: 73E5D6BC-B10E-4412-9117-3DF54C4A04FA

5. Tenant/Dealer agrees that any and all security deposit which has been collected and held by Landlord/Supplier shall be transferred to the Additional Tenant/Dealer's security deposit account, to date.
6. Additional Tenant/Dealer shall pay an administrative and transfer fee of Two Thousand Dollars (\$2,000.00), to Supplier in immediately available funds upon execution of this Amendment.
7. Except as expressly set forth herein, all other terms and conditions of the Agreements are ratified and affirmed and shall remain in full force and effect. This Amendment shall be construed in accordance with the laws of the State of Georgia and shall be binding upon the parties hereto, their successors, heirs, executors and assigns.

This Amendment may be executed by electronic means, and the transmission shall constitute an original of this Amendment. This Amendment may be executed and delivered in any number of counterparts, each of which, when so executed and delivered, shall be and constitute an original and one and the same document.

[signature page to follow]

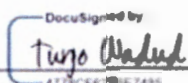
Store #593E

Mail body:

DocuSign Envelope ID: 73E5D6BC-B10E-4412-9117-3DF54C4A04FA

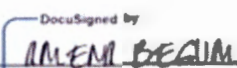
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals
as of the day and year first above written.

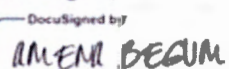
LANDLORD/SUPPLIER
MOUNTAIN OIL EXPRESS COMPANY

By: 
Turjo Wadud, CEO

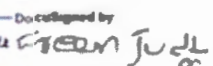
Date: 6/21/2023

TENANT/DEALER
BUSY CORNER 885 LLC

By: 
Amena Begum, Member


Amena Begum

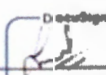
Date: 4/4/2023


Afsreen Juddha

Date: 4/4/2023

ADDITIONAL TENANT/DEALER
BUSY CORNER MACON INC

By: 
Mohammad Hashir Hayder, Member


Mohammad Hashir Hayder

Date: 4/4/2023

Store #593E

3

Agent Certification

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

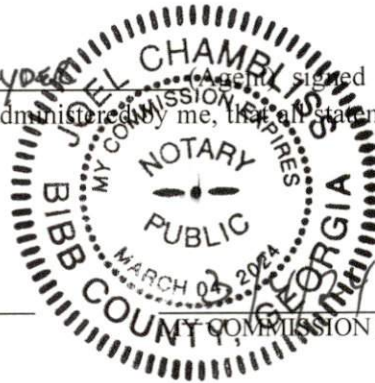
Agent's Signature: MOHAMMAD HAYDEE Date: 6-26-2023

Business Name Busy Corner

I hereby certify that MOHAMMAD HAYDEE (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 26 day of June, 2023

NOTARY PUBLIC



Owner/Individual Certification

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

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

Title: _____

Business Name: _____

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

This _____ day of _____, 20____.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name:Busy Corner**Business Address:**805 MUK JR BLVD Marietta, GA 30201**Instructions:**

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

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

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

Definitions:

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

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


Applicant/Agent Signature

6-26-2023
Date

SECURITY CAMERA COMPLIANCE VERIFICATION
--

Instructions:

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

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

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

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

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

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

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

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

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

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

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

Business Name: BUSY CORNER

Business Address: 385 MLK JR BLVD Macon, GA 31201

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

Com O'Brien 47817

8.23.23

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.

[Signature]
Applicant/Agent Signature

6-26-2023
Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

	MOHAMMAD HAYDER	6-26-2023
Signature	Print Name	Date



Alcohol License Questionnaire

Name of Business: Busy Corner
Owner's Name: MOHAMMAD HAYDEE
Address: 385 MLK JR BLVD
MARIETTA, GA 30120

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

MOHAMMAD HAYDEE
Printed Name of person completing form

[Signature]
Signature of person completing form

6-26-2023
Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

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

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

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

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

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

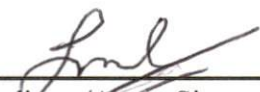
If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: Busy Corner Macon Inc

Business Address: 885 MLK JR BLVD 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

8/30/2023
Date

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

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

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

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: MOHAMMAD HAYDEE Owner
2. Name of the subject of this Certificate, if different from the applicant:
MOUNTAIN EXPRESS OIL
3. Benefit or privilege for which the applicant is applying (mark one):

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

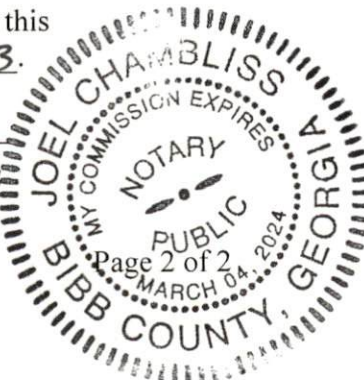
4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of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

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

MOHAMMAD HAYDEE
Print and Sign Name

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

Notary Public
My commission expires: 3/4/24



Rev. April 2022
See O-22-0011

Macon-Bibb County

Certificate of Good Standing

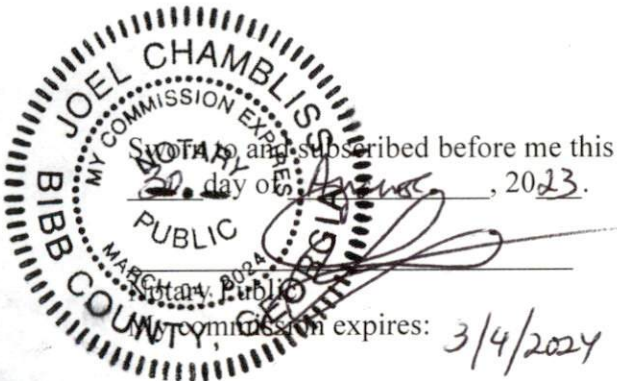
1. Name and Title of the applicant: Turjo Wadud PROPERTY OWNER
2. Name of the subject of this Certificate, if different from the applicant:
Mohammad Ilyas MOUNTAIN EXPRESS OIL
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

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

Turjo Wadud / Turjo Wadud
Print and Sign Name





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

OFFICE USE ONLY

ALCOHOL APPLICATION

Applicant Name: Mohammad Hayder - Fingerprints Completed: 09/07/2023

Business Name: Busy Corner Macon Inc dba Busy Corner

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

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

Granted

DocuSigned by:

David J Davis

10/5/2023

Sheriff, Macon-Bibb County, Georgia

Date

1C561778CDEE414...

Denied

Sheriff, Macon-Bibb County, Georgia

Date

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

Granted

Mayor, Macon-Bibb County, Georgia

Date

Denied

Mayor, Macon-Bibb County, Georgia

Date

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

Granted



Clerk of the Macon-Bibb County Commission, Georgia

Date

Denied



Clerk of the Macon-Bibb County Commission, Georgia

Date



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

Review Form

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

The following required documents are included in the application:

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

Legal Review 5/2/2024(Date)  (Initials)

Comments

After review, legal recommends denial. Did not provide required documentation (4-23(d)(3) and Certificate of Good Standing signed by property owner.) Did not respond to requests to supplement application with additional documentation.

Initials

 Stephanie Freeman, Administrative Office Specialist

Introductory Text

All current Alcohol Licenses expire December 31.

There is no grace period.

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

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

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

Application Questions

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

Application Type : Initial Application

Are you submitting a Business Continuation application?

Business Continuation : No

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

Non-Profit Business : No

Required Attachments



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

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

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

Alcohol Beverage Supplemental Packet:

Lttr to Macon-Bibb County encl app - Courtyard Macon (E-FILED).pdf

Business Information



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

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



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

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

Business Name (DBA) : Courtyard by Marriott

Corporation Name : Kubera REIT LLC

Business Address : 3990 Sheraton Drive

City : Macon

State : GA

Zip : 31210

Mailing Address : 28 South Windsor Drive

City : Rogers

State : AR

Zip : 72758

Local Business Phone # : (478) 477-8899

Email : vasuchawla@cox.net

Owner Name : Kubera REIT LLC

Owner Phone # : [REDACTED]

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

Agent Information

Agent Information

Please provide the Alcohol Handler License Number for your Agent.

Alcohol Handler License Number : AH001252

Agent's First Name : Charlisa

Agent's Last Name : McKay

Agent's Home Phone # : [REDACTED]

Job Title : General Manager

Agent's Home Address : 209 Jason Way

City : Macon

State : GA

Zip : 31216

Social Security Number : [REDACTED]

License Fees

License Fees (ADD All that Apply)

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

License Fees:

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

License Fee : Malt Consumed on Premise - \$800

License Fee : Wine Consumed on Premise - \$700

License Fee : Temporary Alcohol - \$100

Armed Security Personel

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

Yes/No : No

Certification and Attestation

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

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

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

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

Digital Signature

Your Name Here : Charlisa L. McKay

Date

Today's Date : 03/28/2024



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

License Fees are Prorated by Month that Completed Application is Submitted

2021 LICENSE FEES (Check All That Apply)								
	*Distilled Spirits Packaged to Go	\$2,900		*Malt Packaged to Go	\$800		Wine Packaged to Go	\$700
X	*Distilled Spirits C.O.P.	\$2,900	X	*Malt C.O.P.	\$800	X	Wine *C.O.P.	\$700
	*Distilled Spirits Wholesaler	\$3,600		*Malt Wholesaler	\$1,000		Wine Wholesaler	\$800
	*Distilled Spirits Manufacturers	\$4,300		*Malt Manufacturer	\$2,500		Wine Manufacturer	\$1,700
	Brewpub	\$2,500		Out-of-Town Wholesaler	\$100		Brown Bag	\$300
	Malt Beverage Taproom	\$2,500		Cocktail Room	\$2,500		Alcohol Beverage Caterer	\$600
						X	Temporary Alcohol License	\$100
Please check here if you are applying for a Business Continuation License.								
Business Continuation License 25% of applicable licensing fees								
*Distilled Spirits (Liquor)			*Malt (Beer)			*C.O.P. (Consumed on Premises)		

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

\$ 4,500.00 Prorated Alcohol License Fees + \$ 400 Application Fee, if applicable = Total \$ 4,900.00

Agent Information

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

Location/Business Information

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

Business Continuation

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

Rev.07/2021

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

BUSINESS

Federal Tax ID #: 93-2260001 State Tax ID #: 308-928973
 Business Name: Kubera REIT LLC Corporate and Trade Name: Kubera REIT LLC d/b/a Courtyard by Marriott
 Local Business Address: 3990 Sheraton Drive, Macon, GA 31210
(P.O. Box Not Allowed) City State Zip
 Mailing Address: 28 South Windsor Drive, Rogers, AR 72758
(P.O. Box Not Allowed) City State Zip
 Local Business Phone #: (478) 477-8899 Email Address: vasuchawla@cox.net
 Contact Person: Elizabeth Mahoney, Esq., Sard & Leff, LLC Contact Phone #: [REDACTED]

AGENT

Agent's Name: Charlisa L. McKay Agent's Title: General Manager
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Home Address: 209 Jason Way City: Macon State: GA Zip: 31216
 Home Phone #: [REDACTED] Email: cymacon@lbaproperties.com
 Mailing Address: 3990 Sheraton Drive City: Macon State: GA Zip: 31210

INDIVIDUAL/OWNER INFORMATION

Will the Agent named above also serve as the Applicant of this license? ☐ Yes ☒ No If no, complete the following:
 Owner/Individual's Name: Vasu Chawla * Title: 100% managing member of Kubera REIT LLC
 Home Address: 28 South Windsor Drive City: Rogers State: AR Zip: 72758
 Home Phone #: [REDACTED] Email: vasuchawla@cox.net
 Mailing Address: 28 S. Windsor Drive City: Rogers State: AR Zip: 72758

* Kubera REIT LLC is the owner of the business. Mr. Chawla is only identified for purposes of Macon Bibb County Code of Ordinances Section 4-23(b)(2)(C).

Rev. 10/2021

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print):	Vasu Chawla		
Home Address:	28 South Windsor Drive, Rogers, AR 72758		
Sex	Race	Date of Birth	Social Security Number
Male	Asian		

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

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

Vasu Chawla

Signature

12/13/23

Date

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

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

Purpose Code used: (check one)

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

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

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

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

Agency Designee Signature and Title

Date

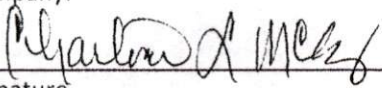
Name-Based Criminal History Record Information Consent/Inquiry Form

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): Charlisa Lashasta McKay (Jackson)			
Home Address: 209 Jason Way, Macon, GA 31216			
Sex	Race	Date of Birth	Social Security Number
Female	African American		

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

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


Signature

12/13/23
Date

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

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

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

Agency Designee Signature and Title

Date

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: Kubera REIT LLC d/b/a/ Courtyard by Marriott

Printed Name of Applicant: Vasu Chawla, on behalf of Kubera REIT LLC

*Signature of Applicant: _____

Vasu Chawla

SUBSCRIBED AND SWORN BEFORE ME ON

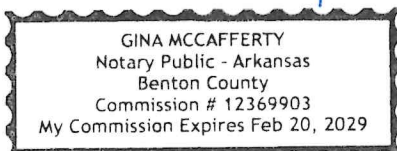
THIS 13 DAY OF December, 2023.

NOTARY PUBLIC

Gina McCafferty

MY COMMISSION EXPIRES

02.20.2029



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.

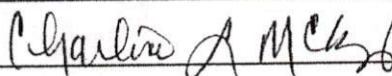
Please check only one option above and submit the required documents with your application.
Please note that the failure to do so will result in a processing delay.

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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.

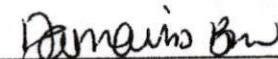
Business Name: Kubera REIT LLC d/b/a/ Courtyard by Marriott

Printed Name of Applicant: Charlisa L. McKay, on behalf of Kubera REIT LLC

*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 3rd DAY OF December, 2023.


NOTARY PUBLIC

06/15/24
MY COMMISSION EXPIRES

DAMARIOUS BROWN
NOTARY PUBLIC
Baldwin County, Georgia
Commission Expires 06/15/2026

MEASUREMENT FORM

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

APPLICANT: KUBERA REIT LLC.
PROPOSED LICENSE: BEER, WINE, AND LIQUOR CONSUMED ON PREMISES
BUSINESS LOCATION: 3990 SHERATON DR.
BUSINESS NAME: KUBERA REIT LLC. D/B/A COURTYARD BY MARRIOTT

To Be Completed by County Engineer

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

☒ Comply ☐ Does not comply

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

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

☐ Yes ☐ No ☒ Not Applicable

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

Date: 11-2-2023

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

CONSUMPTION ON PREMISES

(Bar or Restaurant)

BEER, WINE & LIQUOR

Or

BEER & WINE

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

Courtyard by Marriott

#3990 Sheraton Drive

5,600' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Emory Hwy.

3,850' — MHA housing unit property line

Roff Ave.

JCB

OK!

Paul J. Hainowski
November 1, 2023

McClatchy

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

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

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

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
24185	488486	Print Legal Ad-IPL01474160 - IPL0147416		\$46.36	1	28 L

Attention:

SARD & LEFF LLC
3789 ROSWELL ROAD
ATLANTA, GA 30342

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST
FOR Beer, Wine, Liquor On Premises

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the November 16, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Courtyard by Marriott, 3990 Sheraton Drive Macon, GA 31210. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This November 9, 2023. Kubera REIT LLC, Applicant
IPL0147416
Nov 9, 16 2023

To Whom It May Concern:

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

2 insertion(s) published on:

11/09/23, 11/16/23

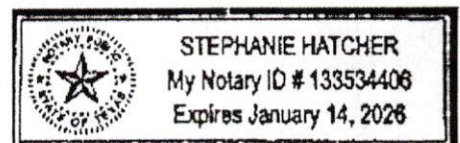
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

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

Stephanie Hatcher

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



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



MACON-BIBB COUNTY
Planning & Zoning

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

Zoning Compliance

PERMIT NO: ZC-2023-2682	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 01/04/2024
ISSUED TO NAME:	Sard & Leff, LLC Kubera REIT LLC DBA Courtyard by Marriott	
PROPERTY OWNER'S NAME:	AIRLINE FOODS INC C/O MARRIOTT BUSINESS SVS-PT	
PROPOSED USE:	Existing: Commercial, Industrial, or Institutional Change of Ownership for Hotel with Alcohol CoP	
ADDRESS OF PROPOSED USE:	3990 SHERATON DR	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	N041-0042	ZONING DISTRICT: C-2

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to change ownership of an existing hotel with alcohol consumed on the premises. 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 01/04/2025

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.

Control Number : 23198234

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF AUTHORITY

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

Kubera REIT LLC

a Foreign Limited Liability Company

has been duly formed under the laws of **Arkansas** and has filed an application meeting the requirements of Georgia law to transact business as a **Foreign Limited Liability Company** in this state.

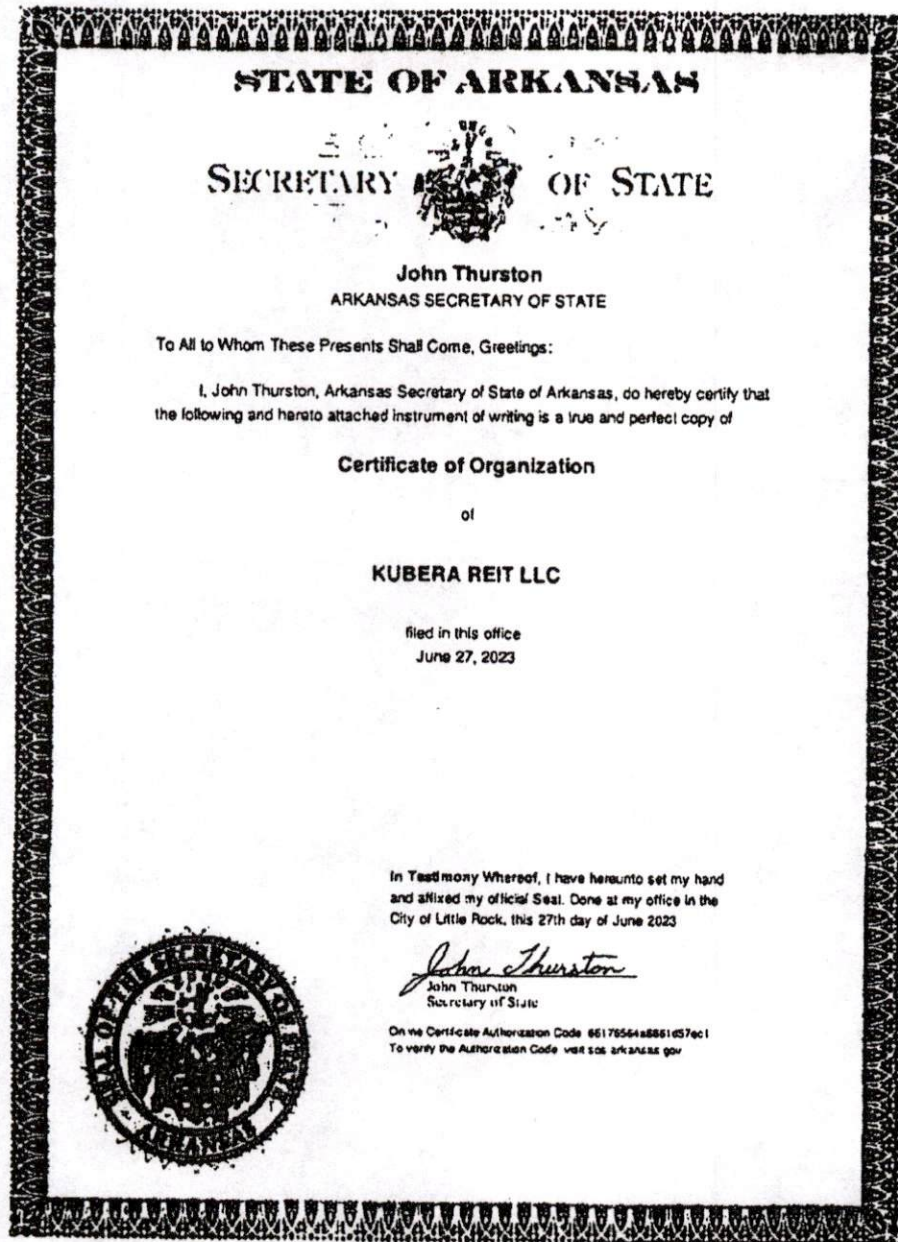
WHEREFORE, by the authority vested in me as Secretary of State, the above **Foreign Limited Liability Company** is hereby granted, on **09/15/2023**, a certificate of authority to transact business in the State of Georgia as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said application.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **09/19/2023**.



Brad Raffensperger

Brad Raffensperger
Secretary of State



Ownership Disclosure Form

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

Business:

Trade Name: Courtyard by Marriott Name of Corporation: Kubera REIT LLC

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

Individual:

Name and Title: Vasu Chawla Telephone Number: [REDACTED]

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

Residential Street Address: 28 South Windsor Drive, Rogers, AR 72758

Mailing Address: 28 South Windsor Drive, Rogers, AR 72758

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
 - ☐ General Partner holding ___% of all outstanding general partnership interests.
- ☐ Limited Partnership (LP)
 - ☐ General Partner holding ___% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ___% of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
 - ☐ General Partner holding ___% of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLLP)
 - ☐ General Partner holding ___% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ___% of all outstanding general partnership interests.
- ☒ Limited Liability Company (LLC)
 - ☐ Managing Member, Total number of Managing Members: 1
 - ☐ Member holdings 100% of all outstanding membership interests
- ☐ Privately Held Corp./Company
 - ☐ Corporate Officer: Yes ___ No ___
 - ☐ Shareholder holding ___% of all outstanding ownership interests.
- ☐ Publicly Traded Company
 - ☐ Corporate Officer: Yes ___ No ___
- ☐ Other
 - ☐ Other person exercising operational authority over the entity: _____

Introductory Text

All current Alcohol Handler Licenses expire December 31st.

There is no grace period.

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

Alcohol License Process:

The following is required to renew your insert handler:

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

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

Applicant Information

Information about your application:

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

Application Type : Initial Application

Demographic Information:

First Name : Vasu

Last Name : Chawla

Home Address : 28 South Windsor Drive

City : Rogers

State : AR

Zip : 72758

Home Phone # : [REDACTED]

Email : vasuchawla@cox.net

Date of Birth : [REDACTED]

Social Security # : [REDACTED]

Mailing Address : 28 South Windsor Drive

City : Rogers

State : AR

Zip : 72758

U.S. Citizenship

Are you a United States citizen?

UScitizen : Yes

Upload a copy of the Secure and Verifiable document here.

SecureAndVerifiableUpload:

DL - Vasu.pdf

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

saveAffidavit:

SAVE - Vasu.pdf

Required Attachments

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

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

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

supplementPacket:

Training - Vasu.pdf

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

Upload a current color passport size photo of applicant here.

photoUpload:

Photo - Vasu.pdf

Certification and Attestation

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

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

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

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

Digital Signature

Enter Name Here : Vasu Chawla

Date

Enter Today's Date : 03/28/2024

Alcohol Handler's License

APPLICANT INFORMATION

First Name: Vasu Last Name: Chawla

Home Address: 28 South Windsor Drive City: Rogers State: AR Zip: 72758

Home Phone #: [REDACTED] Email: vasuchawla@cox.net

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

Mailing Address: 28 South Windsor Drive City: Rogers State: AR Zip: 72758

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.

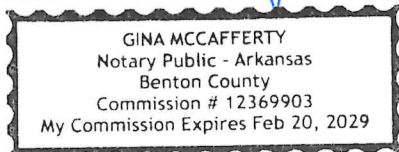
Vasu Chawla 12/13/23
Applicant's Signature Date

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

This 13 day of December, 2023

Gina McCafferty
NOTARY PUBLIC

02.20.29
MY COMMISSION EXPIRES



Application Processed by: _____ License Number #: _____



Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

VASU CHAWLA

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2024-02-29

Serial No.

cert_hpn8g0q0





Vasu Chawla



AH001294

ALCOHOL HANDLER

EXP: 12/31/2024



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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Charlisa Last Name: McKay
Home Address: 209 Jason Way City: Macon State: GA Zip: 31216
Home Phone #: [REDACTED] Email: Charlisa.realtor@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 209 Jason Way City: Macon State: GA Zip: 31216

- ☐ 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.

Charlisa McKay
Applicant's Signature

2/20/2024
Date

I hereby certify that Charlisa Lashasta McKay 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 20th day of February, 20 24

[Signature]
NOTARY PUBLIC

11/20/2026
MY COMMISSION EXPIRES

ISABELL MCGINNIS
NOTARY PUBLIC
Peach County
State of Georgia
My Commission Expires 11/20/2026

Rev. 7/2021



Charlisa McKay



AH001252

ALCOHOL HANDLER

EXP: 12/31/2024

Type: GEORGIA LAND RECORDS
Recorded: 10/25/2023 3:07:00 PM
Fee Amt: \$7,925.00 Page 1 of 9
Transfer Tax: \$7,900.00
Bibb County Superior Court
Erica Woodford Clerk

Participant ID(s): 3760043500,
7067927936

BK 11715 PG 49 - 57

THIS INSTRUMENT WAS PREPARED BY:

Munsch Hardt Kopf & Harr, P.C.
500 N. Akard St., Suite 3800
Dallas, Texas 75201
Attention: Phillip J.F. Geheb

AFTER RECORDING SHOULD BE RETURNED TO:

KUBERA REIT LLC
28 S Windsor Drive
Rogers, AR 72758
Attn: Kuldeep Chawla

Tax Parcel No.: N0410042

Return To:

Fidelity National Title Group
3301 Windy Ridge Parkway, Suite 300
Atlanta, GA 30339
Attn: Kim Hogan- 231441GA

LIMITED WARRANTY DEED

THIS INDENTURE is made the 19th day of October, 2023, between SB-HCP MACON, LLC, a Delaware limited liability company ("Grantor"), and KUBERA REIT LLC, an Arkansas limited liability company (hereinafter referred to as "Grantee," "Grantor" and "Grantee" to include their respective successors, legal representatives and assigns where the context requires or permits).

WITNESSETH:

GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee the following described property (hereinafter referred to as the "Property"):

All that lot, tract and parcel of land lying and being in Bibb County, Georgia, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference, together with all buildings and other improvements located thereon.

TO HAVE AND TO HOLD the Property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE; subject only to all matters of record in force and applicable to the Property; all matters that would be shown by a complete and accurate ALTA/NSPS Survey of the Property as of the date hereof; all real estate taxes and municipal assessments for the Property for the current tax year not yet due or payable; all parties in possession as guests at the Property; and all applicable

Page 1

SPECIAL WARRANTY DEED

(Courtyard Macon)
4885-1138-3425v.1

IN WITNESS WHEREOF, Grantor has executed and delivered this Deed to be effective as of the Effective Date.

Signed, sealed and delivered in
the presence of:

GRANTOR:

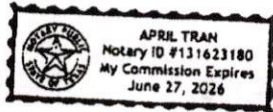
SB-HCP MACON, LLC,
a Delaware limited liability company

Paula Klengen
Unofficial Witness
Kianna Fausch
Unofficial Witness

By: [Signature]
Name: MEHUL PATEL
Title: PRESIDENT

(NOTARY SEAL)

My Commission Expires:
June 27, 2026



[Signature]

EXHIBIT A

DESCRIPTION OF LAND

**Courtyard Macon
3990 Sheraton Drive
Macon, GA 31210**

All that tract or parcel of land lying and being in Land Lot 343 of the 13th Land District of Bibb County, Georgia and being more particularly described as follows:

Commencing at a concrete Right-of-Way monument at the point formed by the intersection of the southwestern Right-of-Way of Sheraton Drive, a 120' R/W, and the northeastern Right-of-Way of Interstate Highway No. 75, limited access, a 259' R/W;

Thence running along the northeastern Right-of-Way of Interstate Highway No. 75, N 51° 05' 14" W for 812.29' to an iron pin found and the Point of Beginning;

Thence continuing along said Right-of-Way, N 51° 05' 14" W for 394.00' to an iron pin set;

Thence departing said Right-of-Way and running N 38° 54' 46" E for 337.79' to an iron pin set on the southwestern Right-of-Way of Sheraton Drive;

Thence running along said Right-of-Way, S 51° 03' 38" E for 65.88' to a point;

Thence continuing along said Right-of-Way, following the curvature to the right an arc distance of 355.25' to an iron pin found, said arc having a central angle of 12° 53' 03" with a radius of 1,579.79', and subtending a chord bearing S 44° 35' 15" E for 354.50';

Thence departing said Right-of-Way and running S 43° 32' 33" W for 298.60' to an iron pin found on the northwestern Right-of-Way of Interstate Highway No. 75 and the Point of Beginning.

Said tract containing 132,924 square feet or 3.0515 acres.

Together with easements over tracts B, C, D and E as follows:

Detention Pond Easement ("Tract B")

All that tract or parcel of land lying and being in Land Lot 343 of the 13th Land District of Bibb County, Georgia and being more particularly described as follows:

Commencing at a concrete Right-of-Way monument at the point formed by the intersection of the southwestern Right-of-Way of Sheraton Drive, a 120' R/W, and the northeastern Right-of-Way of Interstate Highway No. 75, limited access, a 259' R/W;

Thence running along the northeastern Right-of-Way of Interstate Highway No. 75, N 51° 05' 14" W for 1,206.29' to an iron pin set;

Exhibit A - Page 1

SPECIAL WARRANTY DEED

(Courtyard Macon)
4885-1138-3425v.1

Thence departing said Right-of-Way and running along the northwestern property line of the site, N 38° 54' 46" E for 157.79' to a point and the Point of Beginning;

Thence departing said property line and running, N 51° 05' 14" W for 80.00' to a point;

Thence running N 38° 54' 46" E for 140.04' to a point on the Right-of-Way of Sheraton Drive, a 200' R/W at this point;

Thence running along said Right-of-Way, S 51° 03' 38" E for 9.98' to a concrete Right-of-Way monument found;

Thence continuing along said Right-of-Way, N 38° 56' 23" E for 40.00' to a point;

Thence continuing along said Right-of-Way, a 120' R/W at this point, and running S 51° 03' 38" E for 70.00' to an iron pin set at the northwest corner of the site;

Thence departing said Right-of-Way and running along the northwestern property line of the site, S 38° 54' 46" W for 180.00' to a point and the Point of Beginning.

Said tract containing 14,002 square feet or 0.3214 acres.

Slope Easement ("Tract C")

All that tract or parcel of land lying and being in Land Lot 343 of the 13th Land District of Bibb County, Georgia and being more particularly described as follows:

Commencing at a concrete Right-of-Way monument at the point formed by the intersection of the southwestern Right-of-Way of Sheraton Drive, a 120' R/W, and the northeastern Right-of-Way of Interstate Highway No. 75, limited access, a 259' R/W

Thence running along the northeastern Right-of-Way of Interstate Highway No. 75, N 51° 05' 14" W for 1,206.29' to an iron pin set and the Point of Beginning;

Thence continuing along said Right-of-Way, N 51° 05' 14" W for 25.00' to a point;

Thence departing said Right-of-Way and running N 38° 54' 46" E for 157.79' to a point;

Thence running S 51° 05' 14" E for 25.00' to a point on the northwestern property line of the site;

Thence running S 38° 54' 46" W for 157.79' to an iron pin set on the northeastern Right-of-Way of Interstate Highway No. 75 site and the Point of Beginning.

Said tract containing 3,945 square feet or 0.0906 acres.

Ingress-Egress Easement ("Tract D")

All that tract or parcel of land lying and being in Land Lot 343 of the 13th Land District of Bibb County, Georgia and being more particularly described as follows:

Exhibit A - Page 2

SPECIAL WARRANTY DEED

(Courtyard Macon)
#885-1138-3425v.1

Commencing at a concrete Right-of-Way monument at the point formed by the intersection of the southwestern Right-of-Way of Sheraton Drive, a 120' R/W, and the northeastern Right-of-Way of Interstate Highway No. 75, limited access, a 259' R/W;

Thence running along the northeastern Right-of-Way of Interstate Highway No. 75, N 51° 05' 14" W for 812.29' to an iron pin found and the Point of Beginning;

Thence departing said Right-of-Way and running along the southeastern property line of the site, N 43° 32' 33" E for 103.60' to a point and the Point of Beginning;

Thence continuing along the southeastern property line of the site, N 43° 32' 33" E for 195.00' to an iron pin found on the southwestern Right-of-Way of Sheraton Drive;

Thence running southeasterly along said Right-of-Way following the curvature to the right an arc distance of 35.44' to a point, said arc having a central angle of 01° 17' 17" and a radius of 1,579.79', and subtending a chord bearing S 37° 30' 10" E for 35.44'.

Thence departing said Right-of-Way and running S 43° 32' 36" W for 189.49' to a point;

Thence running N 46° 27' 24" W for 35.00' to a point on the southeastern property line of the site and the Point of Beginning.

Said tract containing 6,731 square feet or 0.1545 acres.

Slope Easement ("Tract E")

All that tract or parcel of land lying and being in Land Lot 343 of the 13th Land District of Bibb County, Georgia and being more particularly described as follows:

Commencing at a concrete Right-of-Way monument at the point formed by the intersection of the southwestern Right-of-Way of Sheraton Drive, a 120' R/W, and the northeastern Right-of-Way of Interstate Highway No. 75, limited access, a 259' R/W;

Thence running along the northeastern Right-of-Way of Interstate Highway No. 75, N 51° 05' 14" W for 805.29' to a point and the Point of Beginning;

Thence continuing along said Right-of-Way, N 51° 05' 14" W for 7.00' to an iron pin found;

Thence departing said Right-of-Way and running along the southeastern property line of the site, N 43° 32' 33" E for 103.60' to a point;

Thence departing said property line and running, S 46° 27' 24" E for 35.00' to a point: N 43° 32' 36" E for 189.49' to a point on the southwestern Right-of-Way of Sheraton Drive, a 120' R/W;

Thence running southeasterly along said Right-of-Way following the curvature to the right an arc distance of 42.19' to a point, said arc having a central angle of 01° 31' 48" and a radius of 1,579.79', and subtending a chord bearing S 36° 05' 43" E for 42.18'.

Exhibit A – Page 3

SPECIAL WARRANTY DEED

(Courtyard Macon)
4885-1138-3425v.1

Thence departing said Right-of-Way and running S 47° 12' 01" W for 149.24' to a point;

Thence running S 67° 20' 55" W for 148.65' to a point on the northeastern Right-of-Way of Interstate Highway No. 75 and the Point of Beginning.

Said tract containing 9,510 square feet or 0.2183 acres.

Exhibit A - Page 4

SPECIAL WARRANTY DEED
(Courtyard Macon)
4885-1138-3425v.1

EXHIBIT B

PERMITTED EXCEPTIONS

1. All matters of record affecting the Property, provided, however, that this reference shall not be deemed to reimpose any matters that have been previously extinguished.
2. Any matters, disclosed on an accurate survey of the Property dated on or about the date hereof.
3. Taxes or special assessments which are not shown as existing liens by the public records.
4. Rights of tenants, as tenants only, in possession of subject property.
5. Roads, ways, streams or easements, if any, not shown of record, riparian rights and the title to any filled-in lands.
6. Detention Pond Easement and Agreement between Citizens & Southern Trust Company (Georgia), N.A., Trustee, and Airline Foods, Inc. dated December 29, 1989, recorded at Deed Book 1822, Page 43, Bibb County, Georgia records.
7. Access Easement and Agreement between Citizens & Southern Trust Company (Georgia), N.A., Trustee, and Airline Foods, Inc. dated November, 1989, recorded at Deed Book 1814, Page 79, aforesaid records.
8. Slope Easement and Agreement between Citizens & Southern Trust Company (Georgia), N.A., Trustee, and Airline Foods, Inc. dated November, 1989, recorded at Deed Book 1814, Page 87, aforesaid records.
9. Utility Installation and Temporary Construction Easement Agreement between HMH Properties, Inc., and HMH Courtyard Properties, Inc., and McKibbin Brothers, Inc., dated August 18, 1995, recorded September 14, 1995, in Deed Book 2732, Page 270, aforesaid records.
10. Detention Easement, Ingress-Egress Easement and Slope Easements as shown on that plat recorded in Plat Book 82, Page 84, aforesaid records.
11. Detention Easement and Slope Easement as shown on that plat recorded in Plat Book 84, Page 3, aforesaid records.

Exhibit B - Page 1

SPECIAL WARRANTY DEED
(Courtyard Macon)
4885-1138-3425v.1

PT-61 (Rev. 2/18)

To be filed in **BIBB COUNTY**

PT-61 011-2023-005830

SECTION A - SELLER'S INFORMATION (Do not use agent's information)				SECTION C - TAX COMPUTATION	
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME SB-ECP MACON, LLC				Exempt Code If no exempt code enter NONE	
MAILING ADDRESS (STREET & NUMBER) 1758 State Highway 26, Suite 400				1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Grapevine, TX 76051 USA				1A. Estimated fair market value of Real and Personal property	
DATE OF SALE 10/19/2023				2. Fair market value of Personal Property only	
SECTION B - BUYER'S INFORMATION (Do not use agent's information)				3. Amount of liens and encumbrances not removed by transfer	
BUYER'S BUSINESS / ORGANIZATION / OTHER NAME KUBERA REIT LLC				4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) 28 S Windsor Drive				5. TAX DUE at .10 per \$100 or fraction thereof (Minimum \$1.00)	
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Rogers, AR 72758 USA				Check Buyers Intended Use () Residential () Commercial () Agricultural () Industrial	
SECTION D - PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))					
HOUSE NUMBER & EXTENSION (ex 265A) 3990		PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION Sheraton Drive			SUITE NUMBER
COUNTY BIBB		CITY (IF APPLICABLE) Macon		MAP & PARCEL NUMBER N0410042	ACCOUNT NUMBER
TAX DISTRICT	GMO	LAND DISTRICT	ACRES	LAND LOT	SUB LOT & BLOCK
SECTION E - RECORDING INFORMATION (Official Use Only)					
DATE	DEED BOOK	DEED PAGE	PLAT BOOK	PLAT PAGE	

ADDITIONAL BUYERS

None

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: Charlisa L. McKay Date: 11/13/23

Business Name Kubera REIT LLC d/b/a Courtyard by Marriott

I hereby certify that Charlisa L. McKay (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 13th day of December, 2023

Damarious Brown
NOTARY PUBLIC

10/15/26 DAMARIOUS BROWN
NOTARY PUBLIC
MY COMMISSION EXPIRES Bibb County, Georgia
1y Commission Expires 06/15/2026

Owner/Individual Certification

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

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

Title: _____

Business Name: _____

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

This _____ day of _____, 20____.

NOTARY PUBLIC

MY COMMISSION EXPIRES

Agent Certification

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

Agent's Signature: _____ Date: _____

Business Name _____

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

This _____ day of _____, 20²³

NOTARY PUBLIC

MY COMMISSION EXPIRES

Owner/Individual Certification

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

Individual/Owner's Signature: Vasu Chawla Date: 12/13/2023
(If different from Agent)

Title: Sole managing member of Kubera REIT LLC

Business Name: Kubera REIT LLC d/b/a Courtyard by Marriott

I hereby certify that Vasu Chawla (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.

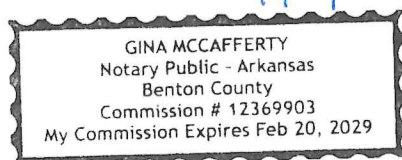
This 13 day of December, 20²³

Gina McCafferty

NOTARY PUBLIC

02.20.29

MY COMMISSION EXPIRES

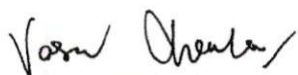


Applicant Privacy Rights Notification Signature Form

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>.



Vasu Chawla

12/13/23

Signature

Print Name

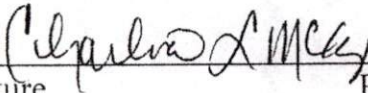
Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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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>.

	Charlisa L. McKay	12/13/23
Signature	Print Name	Date

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: Kubera REIT LLC d/b/a Courtyard by Marriott

Business Address: 3990 Sheraton Drive, Macon, GA 31210

Instructions:

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

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

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

Definitions:

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

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

Vorn Chant
Applicant/Agent Signature

12/13/23
Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

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

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

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

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

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

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

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

Business Name: Kubera REIT LLC d/b/a Courtyard by Marriott

Business Address: 3990 Sheraton Drive, Macon, GA 31210

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

Code Enforcement Department Designee

Date

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


Applicant/Agent Signature

12/13/23
Date



Alcohol License Questionnaire

Name of Business: Kubera REIT LLC d/b/a Courtyard by Marriott
 Owner's Name: Kubera REIT LLC
 Address: 3990 Sheraton Drive, Macon, GA 31210

1. Do you own or are you leasing your business location? ☒ Own ☐ Lease
2. If you purchased the building, what was the final sale price as reflected in public records? \$ 8,500,000.00
3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?
- Please circle one: Relation, see below No Relation
- N/A
- N/A
- N/A
4. If you are leasing the building, will your landlord be involved in the day to day business operations? ☐ Yes ☐ No
N/A
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

Vasu Chawla
 Printed Name of person completing form

Vasu Chawla
 Signature of person completing form

12/13/23
 Date

* To applicant's best knowledge

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: Kubera REIT LLC d/b/a Courtyard by Marriott

Business Address: 3990 Sheraton Drive, Macon, GA 31210

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

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

Norm Charles
Applicant/Agent Signature

12/13/23
Date

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

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

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

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Vasu Chawla

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

Kubera REIT LLC d/b/a Courtyard by Marriott

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

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

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

Mr. Vasu Chawla is the sole managing member of Kubera REIT LLC.

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

Vasu Chawla

Vasu Chawla

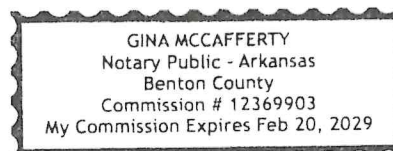
Print and Sign Name

Sworn to and subscribed before me this

13 day of December, 2023.

Gina McCafferty
Notary Public

My commission expires: 02.20.2029



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Kubera REIT LLC, applicant and owner
2. Name of the subject of this Certificate, if different from the applicant:
Kubera REIT LLC d/b/a Courtyard by Marriott
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

Mr. Vasu Chawla is the sole managing member of Kubera REIT LLC.

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

Vasu Chawla

Vasu Chawla

Print and Sign Name

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

Gina McCafferty
Notary Public

My commission expires:

02.20.2029





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: Vasu Chawla – Fingerprints Completed: 4.15.2024
 Charlisa McKay – Fingerprints Completed: 4.1.2024

Business Name: Kubera REIT LLC dba Courtyard by Marriott

Business Address: 3990 Sheraton Drive, Macon, GA 31210

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		
Granted	 Sheriff, Macon-Bibb County, Georgia	4/18/2024 Date
Denied	1C561778CDEE414... Sheriff, Macon-Bibb County, Georgia	Date

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

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



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

Review Form

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

The following required documents are included in the application:

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

Legal Review 5/1/2024 (Date) ^{DS}
SD (Initials)

Comments

After review, legal recommends approval.

Initials

^{DS}
SF

Stephanie Freeman, Administrative Office Specialist

ADDED TO THE MAY 7, 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.

\$ _____ 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 #: 20-3648797 State Tax ID #:

Business Name: GEORGIA CVS PHARMACY, L.L.C. Corporate and Trade Name: CVS/pharmacy #4545

Local Business Address: 1615 Forest Hill Road, Macon, GA 31210

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

Mailing Address: One CVS Drive MC 1160 Woonsocket, RI 02895

(City State Zip)

Local Business Phone #: (478) 477-6648 Email Address: nonpharmacypermits@cvshealth.com

Contact Person: Gloria St. Onge Contact Phone #:

AGENT

Agent's Name: Tammy Walker Agent's Title: Store Manager

Date of Birth: Social Security Number:

Home Address: 302 Asbell Way City: Centreville State: GA Zip: 31028

Home Phone #: Email:

Mailing Address: 302 Asbell Way City: Centreville State: GA Zip: 31028

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: Title:

Home Address: City: State: Zip:

Home Phone #: Email:

Mailing Address: City: State: Zip:

Rev. 08/23

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print):	Tammy Mae Adele Walker		
Home Address:	302 Asbell Way Centerville ga		
Sex	F	Race	W
		Date of Birth	Social Security Number
F	W		



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



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

Signature

Date

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

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

Purpose Code used: (check one)

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

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

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

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

Agency Designee Signature and Title

Date

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.**

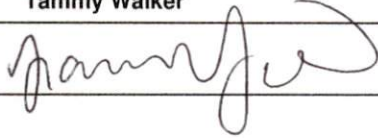
Please check only one option above and submit the required documents with your application.
Please note that the failure to do so will result in a processing delay.

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: Georgia CVS Pharmacy LLC DBA: CVS/pharmacy #4545

Printed Name of Applicant: Tammy Walker

*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 22 DAY OF January, 20 24

Jasmine Barnes
 NOTARY PUBLIC

03.11.2025
 MY COMMISSION EXPIRES



MEASUREMENT FORM

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

APPLICANT: JOSHUA J. SMITH – ASSISTANT SECRETARY

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 1615 FOREST HILL RD.

BUSINESS NAME: GEORGIA CVS PHARMACY LLC DBA: CVS/PHARMACY
#4545

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

Date: 1-30-2024

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

RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises.

OR

Package Sale to Go (Convenience Store)

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

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

(Revised 8-23-2023) PJH

CYS / Pharmacy #4545
 #1615 Forest Hill Road
 1,950' — SCHOOL GROUND property line
 Montessori of Macon
 2,200' — SCHOOL BUILDING
 Montessori of Macon
 4,700' — COLLEGE CAMPUS property line
 Miller-Mott Technical College
 30,700' — ALCOHOLIC TREATMENT CENTER building
 River Edge - Emory Hwy.
 4,800' — PUBLIC LIBRARY or BRANCH building
 Riverside Branch
 4,950' — MACON-BIBB COUNTY HOUSING AUTHORITY property
 Northside Senior Village
 3,050' — CHURCH (building)
 Forest Hills Church
 3,000' — CHURCH GROUNDS
 Forest Hills Church
 6,300' — M-B COUNTY RECREATION CENTER property
 Theron Usery Park Community Center
 N/A — Vice Mart – Small Box Retail Store – Small Box Discount store (2500')
 Applicant is a: "Drugstore"

JCB
 ✓

OK!

Paul J. Hoinowski
 January 29, 2024



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-2024-389	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 02/21/2024
ISSUED TO NAME:	Joshua Smith	
	CVS PHARMACY #4545	
PROPERTY OWNER'S NAME:	Georgia CVS Pharmacy LLC	
PROPOSED USE:	Change of ownership	
ADDRESS OF PROPOSED USE:	1615 FOREST HILL RD	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	M043-0220	ZONING DISTRICT: PDC

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to change ownership of an existing CVS Pharmacy business with alcohol packaged to go (beer and wine sales) in an existing 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. Subject to the requirements of the Macon Water Authority. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY 02/21/2025

APPROVED BY: Butch Sementilli

NOTICE

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

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF EXISTENCE

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

GEORGIA CVS PHARMACY, L.L.C.

a Domestic Limited Liability Company

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

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

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

Docket Number : 26579608
Date Inc/Auth/Filed: 10/26/2005
Jurisdiction : Georgia
Print Date : 01/31/2024
Form Number : 211



Brad Raffensperger

Brad Raffensperger
Secretary of State

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed

Secretary of State

Filing Date: 03/28/2023 12:50:42

BUSINESS INFORMATION

BUSINESS NAME : GEORGIA CVS PHARMACY, L.L.C.

CONTROL NUMBER : 0570987

BUSINESS TYPE : Domestic Limited Liability Company

ANNUAL REGISTRATION PERIOD : 2023

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 1 CVS DRIVE/LEGAL DEPT., WOONSOCKET, RI, 02895, USA

REGISTERED AGENT NAME : THE CORPORATION COMPANY (FL)

REGISTERED OFFICE ADDRESS : 106 Colony Park Drive Ste. 800-B, Cumming, GA, 30040-2794, USA

REGISTERED OFFICE COUNTY : Forsyth

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : One CVS Drive, WOONSOCKET, RI, 02895, USA

REGISTERED AGENT NAME : THE CORPORATION COMPANY (FL)

REGISTERED OFFICE ADDRESS : 106 Colony Park Drive Ste. 800-B, Cumming, GA, 30040-2794, USA

REGISTERED OFFICE COUNTY : Forsyth

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Natalie Pickens

AUTHORIZER TITLE : Attorney In Fact

OWN 0%

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

Business:

Trade Name: CVS/pharmacy #4545 Name of Corporation: Georgia CVS Pharmacy LLC

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

Individual:

Name and Title: _____ Telephone Number: () _____

Date of Birth: _____ Social Security Number: _____

Residential Street Address: _____

Mailing Address: _____

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
- ☐ Limited Partnership (LP)
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ____% of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLLP)
 - ☐ General Partner holding ____% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ____% of all outstanding general partnership interests.
- ☐ Limited Liability Company (LLC)
 - ☐ Managing Member, Total number of Managing Members: 8
 - ☐ Member holdings 0 % of all outstanding membership interests
- ☐ Privately Held Corp./Company
 - ☐ Corporate Officer: Yes ___ No ___
 - ☐ Shareholder holding ____% of all outstanding ownership interests.
- ☐ Publicly Traded Company
 - ☐ Corporate Officer: Yes ___ No ___
- ☐ Other
 - ☐ Other person exercising operational authority over the entity: _____

Introductory Text

All current Alcohol Handler Licenses expire December 31st.

There is no grace period.

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

Alcohol License Process:

The following is required to renew your insert handler:

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

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

Applicant Information

Information about your application:

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

Application Type : Initial Application

Demographic Information:

First Name : Tammy

Last Name : Walker

Home Address : 302 Asbell Way

City : Centerville

State : GA

Zip : 31028

Home Phone #

Email : tammyparsons43@yahoo.com

Mailing Address : 302 Asbell Way

City : Centerville

State : GA

Zip : 31028

U.S. Citizenship

Are you a United States citizen?

UScitizen : Yes

Upload a copy of the Secure and Verifiable document here.

SecureAndVerifiableUpload:

Store #4545_Tammy Walker.pdf

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

saveAffidavit:

Store #4545_0001.pdf

Required Attachments



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

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

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

supplementPacket:

Store #4545_Tammy Walker.pdf



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

Upload a current color passport size photo of applicant here.

photoUpload:

Store #4545_Tammy Walker.pdf

Certification and Attestation

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

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

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

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

Digital Signature

Enter Name Here : Joshua J. Smith -Assistant Secretary

Date

Enter Today's Date : 11/06/2023



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: Tammy Last Name: Walker

Home Address: 302 Asbell Way City: Centreville State: GA Zip: 31028

Home Phone #: [REDACTED] Email: tammyparsons43@yahoo.com

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

Mailing Address: 302 Asbell Way City: Centreville State: GA Zip: 31028

- ☐ A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- ☐ An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.
- ☐ Current color photograph of applicant
- ☐ \$25 money order, cashier check, check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner

CERTIFICATION

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

[Signature]
Applicant's Signature

01/22/24
Date

I hereby certify that Tammy Walker 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 January, 2024

Jasmine Barnes
NOTARY PUBLIC



03.11.2025
MY COMMISSION EXPIRES



Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

TAMMY WALKER

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2023-10-19

Serial No.

cert_8h4642sg





Tammy Walker



AH001228

ALCOHOL HANDLER

EXP: 12/31/2024

Lease/Ground Lease Agreement

Macon, Georgia
CVS Store No 4545

LEASE

Between

**SCP 2004E-032 LLC,
a Delaware limited liability company**

as Landlord,

and

**REVCO DISCOUNT DRUG CENTERS INC.,
a Michigan corporation**

as Tenant

Date of Lease: As of December 17, 2004



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LIST OF SCHEDULES AND EXHIBITS:

Schedule 1	Stipulated Loss Values
Schedule 2	Fixed Rent Amounts
Schedule 3	Certificate and Agreement Regarding Matters of Record
Schedule 4	Site Plan Description
Schedule 5	Additional Lease Terms
Exhibit A	Legal Description of Premises
Exhibit B	Permitted Encumbrances
Exhibit C	Survey Standards
Exhibit D	Completion Certificate
Exhibit E	Exhibit E Amount
Exhibit F	Form of Subordination, Non-Disturbance and Attornment Agreement
Exhibit G	List of Environmental Reports
Exhibit H	State Specific Provisions (if applicable)
Exhibit I	Notice of Transfer

LEASE

This Lease (this "Lease") is made on the Date of Lease specified below, between the Landlord and the Tenant specified below

PART I**FUNDAMENTAL LEASE PROVISIONS; DEFINITIONS**

The following list sets out certain fundamental provisions and definitions pertaining to this Lease

- | | | |
|---|--|---|
| 1 | <u>Date of Lease</u> | As of December 17, 2004 |
| 2 | <u>Landlord name, and state of and type of entity (whether one or more persons, collectively referred to herein as "Landlord")</u> | SCP 2004E-032 LLC,
a Delaware limited liability company |
| 3 | <u>Landlord business address</u> | 8333 Douglas Avenue, Suite 1500
Dallas, Texas 75225 |
| 4 | <u>Landlord notice address</u> | 8333 Douglas Avenue, Suite 1500
Dallas, Texas 75225 |
| | with copy to | Liechty & McGinnis, PC
7502 Greenville Avenue, Suite 750
Dallas, Texas 75231 |
| | and to | Attn Lorne O Liechty, Esq
Wells Fargo Bank Northwest, National Association, as
Trustee
299 South Main Street, 12th floor
Salt Lake City, Utah 84111
Attention Corporate Trust Administration |
| 5 | <u>Tenant name, and state of and type of entity</u> | Revco Discount Drug Centers Inc ,
a Michigan corporation |
| 6 | <u>Tenant business address</u> | One CVS Drive
Woonsocket, Rhode Island 02895 |
| 7 | <u>Tenant notice address</u> | One CVS Drive
Woonsocket, Rhode Island 02895
Attention: Property Administration
Department, Store No 4545 |

with copy to One CVS Drive
 Woonsocket, Rhode Island 02895
 Attention Michael B Nulman, Esq

and to Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P C
 One Financial Center
 Boston, Massachusetts 02111
 Attention Andrew R Urban, Esq

8 Guarantor. CVS Corporation,
 a Delaware corporation
 One CVS Drive
 Woonsocket, Rhode Island 02895

9 Premises That certain lot or parcel of real estate which is described on Exhibit A hereto, together with all improvements situated on said property (together with all right, title and interest of Landlord in and to the lighting, electrical, mechanical, plumbing and heating, ventilation and air conditioning systems used in connection with said property, and all other carpeting, draperies, appliances and other fixtures and equipment attached or appurtenant to said property), and all rights, easements, rights of way, and other appurtenances thereto

10 Building. The building located (or to be constructed in accordance with Section 45 of Part II hereof) on the parcel of land described on Exhibit A hereto

11 Initial Term Shall commence on the Lease Commencement Date, and shall expire January 31, 2030, all subject to all terms and conditions of this Lease. As used herein, the term "Lease Commencement Date" shall mean the date set forth as the Lease Commencement Date on Schedule 5 to this Lease.

As used in this Lease, "Term" shall include the Initial Term and any Extension Period thereof which becomes effective pursuant to Section 3 of Part II

12 Renewal Options The Tenant shall have the following Renewal Options (herein so called) to extend the Initial Term of this Lease for up to a total of ten (10) Extension Periods (herein so called) on and subject to the following terms and conditions and subject to the terms and conditions of Section 3 of Part II of this Lease:

(a) Tenant shall have Renewal Options for the number of fixed rate Extension Periods set forth on Schedule 5 hereto, with each such Extension Period to be for a term of five (5) years (unless otherwise specified on Schedule 5 hereto)

(b) In addition to the fixed rate Extension Periods described in clause (a) of this Section 12, Tenant shall have Renewal Options for one or more (but not more than the number equal to the remainder of (i) ten (10) minus (ii) the total number of fixed rate Extension Periods which become effective under clause (a) of this Section 12) additional fixed rate Extension Periods of five (5) years each if, and only if, at least one

(1) year prior to the end of the then-current fixed rate Extension Period arising pursuant to clause (a) above or this clause (b), Tenant provides Landlord with written notice that it proposes to exercise a Renewal Option for an additional fixed rate Extension Period and an appraisal (in form and substance reasonably acceptable to Landlord) from an Appraiser concluding that as of the end of such proposed additional fixed rate Extension Period (i) the sum of all fixed rate Extension Periods plus the Initial Term will not exceed eighty percent (80%) of the total economic life of the Building measured from the later of (A) the Lease Commencement Date, and (B) the Occupancy Date, and (ii) the Fair Market Sales Value (as hereinafter defined) of the Building is expected to equal twenty percent (20%) or more of the estimated Fair Market Sales Value of the Building as of the later of (A) the Lease Commencement Date, and (B) the Occupancy Date. No additional fixed rate Extension Period described in this clause (b) may be exercised after a Fair Market Rental Value based Extension Period described in clause (c) hereof has been exercised. As used herein, the term "Fair Market Sales Value" shall mean the price that would be paid by a willing buyer and accepted by a willing seller in an arm's length transaction in which neither party is under compulsion to purchase or sell.

(c) If both Extension Periods pursuant to clause (a) of this Section 12 become effective but less than a total of ten (10) Extension Periods become effective pursuant to clauses (a) and (b) of this Section 12, then in addition to the fixed rate Extension Periods described in clauses (a) and (b), Tenant shall have Renewal Options for one (1) or more (but not more than the number equal to the remainder of (i) ten (10) minus (ii) the total number of fixed rate Extension Periods which become effective under clauses (a) and (b) of this Section 12) additional Fair Market Rental Value based Extension Periods of five (5) years each.

(d) In no event shall Tenant be entitled to Renewal Options for more than a total of ten (10) Extension Periods. Each Extension Period (and the availability thereof) is subject to all of the terms and conditions of this Lease governing Renewal Options and Extension Periods.

13. Required Advance Notice of Exercise of Renewal Options Six (6) months prior to the expiration of the then-current Term (See Section 3 of Part II)
14. Date of Rent Commencement shall mean the date on which Fixed Rent commences which shall be the date set forth as the Date of Rent Commencement on Schedule 5 hereto
15. Fixed Rent (See Section 5 of Part II) shall mean the amounts set forth on Schedule 2 hereto for the respective periods specified thereon.
16. Broker N/A
17. Lender Wells Fargo Bank Northwest, National Association, as Trustee (if and so long as it has a Loan outstanding which is secured by the Premises), or any other person that makes a loan or loans (such loan or loans collectively referred to herein as the "Loan")

to Landlord which is secured by a mortgage, deed of trust or similar instrument with respect to the Premises and of which Tenant is advised in writing by Landlord Any such Loan may be evidenced by one or more promissory notes (collectively referred to herein as the "Note")

18 Lender business address Wells Fargo Bank Northwest, National Association, as
Trustee
299 South Main Street, 12th Floor
Salt Lake City, Utah 84111
Attention Corporate Trust Administration

19 Lender notice address Wells Fargo Bank Northwest, National Association, as
Trustee
299 South Main Street, 12th Floor
Salt Lake City, Utah 84111
Attention Corporate Trust Administration

with a copy to Dechert LLP
200 Clarendon Street, 27th Floor
Boston, Massachusetts 02116-5021
Attention Lewis A Burleigh, Esq

20 Lease Default Rate the lower of (a) five percent (5%) per annum above the greater of (i) the Prime Rate as in effect from time to time, or (ii) the Interest Rate then in effect, or (b) the highest rate permitted to be contracted for under applicable Law. "Prime Rate" means the current rate of interest per annum announced from time to time by Citibank N A. (or its successor) as its prime rate in New York, New York, or, if Citibank N A. shall cease to announce such rate, then the current rate published as the prime rate in *The Wall Street Journal* "Interest Rate" means the highest rate of interest charged by Lender under its Loan to Landlord Notwithstanding the foregoing, if the Premises are located in the State of Tennessee, the Lease Default Rate shall be the lower of (i) five percent (5%) above the Prime Rate, (ii) the "Applicable Formula Rate" as defined in Tennessee Code Annotated 47-14-102 (if then applicable), or (iii) the highest rate permitted to be contracted for under applicable Law It is the intention of the parties hereto to conform strictly to the applicable usury Laws, and whenever any provision herein provides for payment by Tenant to Landlord of interest at a rate in excess of the highest legal rate permitted to be charged, such rate herein provided to be paid shall be deemed reduced to such highest legal rate.

21. Permitted Encumbrances shall mean taxes (as defined in Section 31 of Part II), Legal Requirements (as defined in Section 10 of Part II), any matters consented to by Landlord, Tenant and Lender in writing, those covenants, restrictions, reservations, liens, conditions, encroachments, easements, encumbrances and other matters of title that affect the Premises as of the Lease Commencement Date (including, without limitation, those listed on Exhibit B hereto) or which arise due to the acts or omissions of Tenant, or due to the acts or omissions of Landlord with Tenant's consent, after the

Lease Commencement Date

- 22 Exhibits All Exhibits and Schedules to this Lease are incorporated herein by this reference
- 23 Payment of Fixed Rent As set forth in Section 5(a) of Part II, Fixed Rent shall be initially paid by wire transfer to the account set forth in the rent direction letter from Landlord to Tenant delivered concurrently with the execution and delivery of this Lease
- 24 Substantial Completion or Substantially Completed Shall be deemed to have occurred on the date when all of the following conditions to Substantial Completion shall have occurred and been satisfied (a) (except for punch list items and minor items which can be fully completed without material interference with the use of the improvements, and other items which because of the season, weather or nature of the items are not practical to do at the time) all work required by the plans and specifications for the Building and construction of the Building as required by Section 45 of Part II of this Lease has been completed and a permanent certificate of occupancy for the Building has been issued by the municipality in which the Premises are located and a copy thereof has been delivered to Landlord and Lender (unless certificates of occupancy are not issued by such municipality), (b) Tenant has taken occupancy of the Building and commenced operation of a retail store within the Building, (c) Tenant has executed and delivered to Landlord and Lender a Completion Certificate dated after completion of the construction of the Building and prior to the Substantial Completion Date, in the form attached as Exhibit D to this Lease, (d) Tenant has executed and delivered an estoppel certificate dated after completion of the construction of the Building and prior to the Substantial Completion Date, addressed to Landlord and Lender in the form attached as Exhibit C to the Mortgage, (e) Tenant has delivered to Landlord, Lender and the title insurance company which issued the Title Policy (as hereinafter defined) four (4) copies of an updated "as built" survey dated after the completion of construction of the Building and prior to the Substantial Completion Date and certified to Lender and Landlord in accordance with standards acceptable to them (provided that the certification set forth on Exhibit C hereto shall be deemed acceptable) showing that the Building has been completed in accordance with the Site Plan described in Schedule 4 hereto, (f) Tenant has delivered to Landlord and Lender a letter from an environmental consultant addressed to the Landlord and Lender and reasonably acceptable to Landlord and Lender, dated as of a date after completion of the construction of the Building but prior to the Substantial Completion Date and stating that either there has been no adverse change to the environmental condition of the Premises since the date of the latest environmental report previously delivered to Landlord and Lender with respect to the Premises and recommending no further testing or other action, or, in the event the environmental report delivered at the time of the Landlord's purchase of the Premises recommended further action or otherwise raised environmental issues, stating that, except with respect to the matters to be resolved by satisfaction of the PCOs identified in clause (i) hereafter, the environmental condition of the Premises complies with Environmental Laws and (i) if the Tenant has assumed a Post-Closing Obligation ("PCO") with respect to the environmental condition of the Premises, stating that all

actions required under the PCO are being diligently pursued, that all actions not related to the completion of the PCO have been completed, and that no additional action is recommended, (ii) if the Premises are in Michigan and a Baseline Environmental Assessment ("BEA") was prepared for the Landlord, stating that all actions required by the BEA have been completed, that Tenant's use of and operations at the Premises comply with the requirements of the Due Care Plan for the Premises, and that no additional action is recommended, and (iii) if neither (i) nor (ii) immediately preceding applies, stating that such action has been completed (other than ongoing monitoring or remediation which could not be completed prior to Substantial Completion but is being diligently pursued and with respect to which all necessary equipment has been installed and is operating) and such environmental issues have been addressed in a manner satisfactory to Landlord and Lender (and in accordance with all recommendations specified in the subject environmental report, or explaining any deviations therefrom to the reasonable satisfaction of Landlord and Lender, provided, that in no event shall any such deviations result in a violation of any Law, materially increase the likelihood that Landlord or Lender could incur liability under any Environmental Law, or result in or give rise to any material environmental deterioration or degradation of the Premises) and no further action needs to be taken, (g) Tenant shall have delivered to Lender an endorsement to Lender's mortgagee title insurance policy delivered at or in connection with the closing of the Loan (the "Title Policy") making the Title Policy issued to Lender effective as of a date after completion of the construction of the Building and prior to the Substantial Completion Date and insuring that the Mortgage constitutes a first lien on the Premises subject only to such exceptions as were contained in the Title Policy issued to Lender with no additional exceptions and no exceptions for mechanic's, materialmen's or similar liens, and (h) Tenant shall have delivered to Lender and Landlord a Uniform Commercial Code search dated after the completion of construction of the Building indicating that the Lender has a first perfected security interest in and to the fixtures constituting a part of the Premises Landlord agrees (i) to cooperate, at Tenant's sole cost and expense (and without liability to Landlord), with reasonable requests of Tenant in order to facilitate Tenant's satisfaction of the conditions to Substantial Completion set forth in this Section 24 of Part I to the extent Landlord must take actions to satisfy such conditions, and (ii) to not take any actions which would prevent satisfaction of such conditions

- 25 Substantial Completion Date shall mean the date set forth as the Substantial Completion Date on Schedule 5 hereto The Substantial Completion Date may be extended solely under the following circumstances (a) if on the stated Substantial Completion Date Tenant (i) has obtained a temporary certificate of occupancy, (ii) has not obtained a permanent certificate of occupancy solely because it has been unable to obtain a final inspection of the Premises by the municipality which is to issue such certificate of occupancy, and (iii) has satisfied all other conditions to Substantial Completion set forth in Section 24 of this Part I, then, so long as no Event of Default has occurred and is continuing and Tenant is diligently pursuing all reasonable action to obtain such permanent certificate of occupancy, the Substantial Completion Date shall be extended to the earlier of the date which is ten (10) days after the date such permanent certificate of occupancy is issued or the date which is eight (8) months after

the Substantial Completion Date set forth on Schedule 5 hereto, and (b) the Substantial Completion Date shall be extended (but in any event not more than four (4) months) one (1) day for each day that the completion of the construction of the Building is extended beyond the Occupancy Date due solely to extreme and unusual weather conditions, strikes or labor interruptions, or domestic insurrection

26 [Intentionally Omitted]

27. Occupancy Date shall mean the date set forth as the Occupancy Date on Schedule 5 hereto

28. Threshold Repair Amount shall mean, at any time, an amount equal to the product of (i) Three Hundred Fifty Thousand and No/100 Dollars (\$350,000 00) times (ii) the CPI Factor for the then-current calendar year As used herein the CPI Factor shall mean for any calendar year during the Term a fraction, the numerator of which is the CPI as of the first day of such calendar year and the denominator of which is the CPI as of January 1, 2004, provided, that in no event shall the CPI Factor be less than one (1) The term "CPI" means the Consumer Price Index-U S City Averages for all Urban Consumers - All Items (1982-84=100), of the United States Bureau of Labor Statistics If the CPI shall become unavailable to the public because publication is discontinued, or otherwise, Landlord will substitute therefor a comparable index based upon changes in the cost of living or purchasing power of the consumer dollar published by any other governmental agency or, if no such index shall be available then a comparable index published by a major bank or other financial institution

29. Certain Definitions. The following terms shall have the definitions given to them in the following Sections of this Lease

Additional Rent	Section 5(d) of Part II
alteration	Section 16(a) of Part II
Appraiser	Section 13(d) of Part II
business day	Section 44(l) of Part II
Casualty	Section 13(a) of Part II
Commercial Closure	Section 40(c) of Part II
Completion Reserve Amount	Section 31 of Part I
Completion Work	Section 45(a) of Part II
Condemnation	Section 14(a) of Part II
CPI Factor	Section 28 of Part I
CPI	Section 28 of Part I
Dedications	Section 30 of Part II
Designated Person	Section 44(n) of Part II
Discount Rate	Section 23(g) of Part II
Disqualifying Default	Section 13(c) of Part II
Due Date	Section 5(a) of Part II
Easements	Section 30 of Part II
Environmental Laws	Section 40(a) of Part II
Environmental Claim	Section 40(d) of Part II

Event of Default	Section 23 of Part II
Exchange Offer	Section 45(b) of Part II
Extension Periods	Section 12 of Part I
Failure of Completion Price	Section 45(h) of Part II
Failure of Completion Termination Date	Section 45(h) of Part II
Fair Market Value of the Premises	Section 13(d) of Part II
Final Amortization Date	Schedule 5
guaranties	Section 24 of Part II
Guarantor	Section 8 of Part I
Hazardous Materials	Section 40(a) of Part II
Indemnified Parties	Section 28 of Part II
Initial Term	Section 11 of Part I
Interest Rate	Section 20 of Part I
Involuntary Conversion Termination Date	Section 14(b) of Part II
Landlord's Due Diligence Information	Section 45(f) of Part II
Laws	Section 10 of Part II
Lease Commencement Date	Section 11 of Part I
Legal Requirements	Section 10 of Part II
Loan	Section 17 of Part I
Major Condemnation	Section 14(b) of Part II
Matters of Record	Section 29 of Part II
Minimum Rating	Section 13(c) of Part II
Moody's	Section 13(c) of Part II
Mortgage	Section 20(a) of Part II
Net Proceeds	Section 13(c) of Part II
Note	Section 17 of Part I
Notice of Breach	Section 23(h) of Part II
person(s)	Section 44(k) of Part II
Prime Rate	Section 20 of Part I
Regulated Activity	Section 40(b) of Part II
Rejectable Offer	Section 14(c) of Part II
Remedial Work	Section 40(c) of Part II
Renewal Options	Section 12 of Part I
Restoration Cost	Section 13(d) of Part II
Restoration	Section 13(c) of Part II
Restriction	Section 40(c) of Part II
S&P	Section 13(c) of Part II
Section 45(b) Notice	Section 45(b) of Part II
Signs	Section 17 of Part II
SNDA Agreement	Section 20(a) of Part II
Stipulated Loss Values	Section 14(c) of Part II
Substitute Premises	Section 45(h) of Part II
Taking	Section 14(a) of Part II
tax or taxes	Section 31 of Part II
Tenant's Termination Notice	Section 14(b) of Part II
Term	Section 11 of Part I

Termination Casualty	Section 13(d) of Part II
Third Parties	Section 40(b) of Part II
trade fixtures	Section 19 of Part II
Treasury Rate	Section 23(g) of Part II
Trustee	Section 13(c) of Part II

- 30 Section 467 Loan The amount owed by Tenant to Landlord (if shown as a positive amount) or the amount owed by Landlord to Tenant (if shown as a negative amount) from time to time as set forth under the heading "Section 467 Loan" in Subpart D of Schedule 2 hereto In no event shall any principal or interest on any Section 467 Loan be separately payable, all Section 467 Loan principal and interest is already included as part of Fixed Rent and is payable as a portion of the amounts set forth under the heading "Monthly Installments-Cash" in Subpart A of Schedule 2 hereto
- 31 Completion Reserve Amount shall mean the amount set forth as the Completion Reserve Amount on Schedule 5 to this Lease

PART II

PREMISES

1 Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the Term and on the conditions herein provided, the Premises described in Section 9 of Part I hereof, subject, however, to the Permitted Encumbrances. If the Premises are in the State of Georgia, the parties agree that the Premises are leased as an estate for years and not as a usufruct.

NO MERGER OF TITLE

2 There shall be no merger of this Lease nor of the leasehold estate created hereby with the fee estate in or ownership of the Premises by reason of the fact that the same entity may acquire or hold or own (i) this Lease or the leasehold estate created hereby or any interest therein and (ii) the fee estate or ownership of any of the Premises or any interest therein. No such merger shall occur unless and until all persons having any interest in (x) this Lease and the leasehold estate created hereby, and (y) the fee estate in the Premises including, without limitation, Lender's interest therein, shall join in a written, recorded instrument effecting such merger.

RENEWAL OPTIONS

3 Tenant has the Renewal Options, and may extend the Term of this Lease for each of the Extension Periods described in Section 12 of Part I hereof, upon all of the terms set forth in this Lease with the Fixed Rent in the amounts specified on Schedule 2 hereto for the respective Extension Periods, except that Fixed Rent for the first two (2) years of the first Extension Period described in Section 12(c) of Part I hereof shall be equal to one hundred one percent (101%) of Fair Market Rental Value as determined by an Appraiser (as of the commencement of the applicable Extension Period) as described on Schedule 2 to this Lease, and thereafter Fixed Rent for each Extension Period described in Section 12(c) of Part I hereof shall be equal to one hundred percent (100%) of such Fair Market Rental Value as described on Schedule 2 to this Lease. Tenant may exercise a Renewal Option and commence an Extension Period only if Tenant shall not be in default (beyond applicable cure periods) under this Lease at the time of any such election, and by giving Landlord written notice of each such election not later than the Required Advance Notice of Exercise of Renewal Options (as defined in Section 13 of Part I). If Tenant fails to timely exercise any Renewal Option, then all subsequent Renewal Options shall automatically expire and be null and void.

USE

4 (a) Tenant may use the Premises as a retail store or for any other lawful purpose so long as such other lawful purpose would not (i) have an adverse effect on the value of the Premises (other than to a *de minimis* extent), (ii) increase (other than to a *de minimis* extent) (when compared as a retail store) the likelihood that Tenant, Landlord or Landlord's Lender would incur liability under any Environmental Laws (as hereinafter defined), or (iii) result in or give rise to any environmental deterioration or degradation of the Premises (other than to a *de minimis* extent). In no event shall the Premises be used for any purpose which shall violate any of the provisions of any Permitted Encumbrance or any covenants, restrictions or agreements.

hereafter created by or consented to by Tenant applicable to the Premises, provided, that this sentence shall not apply with respect to any Permitted Encumbrance in effect on the Lease Commencement Date so long as (i) the title insurance policy obtained by Landlord in connection with its purchase of the Premises (and the simultaneously issued Lender's policy of title insurance) contains affirmative insurance against any loss arising due to a violation of such Permitted Encumbrance or if such affirmative title insurance is subsequently provided to Landlord and Lender at Tenant's cost with respect to such Permitted Encumbrance on terms and conditions satisfactory to Landlord and Lender in their sole discretion, and (ii) violation of such Permitted Encumbrance could not result in Landlord or Lender suffering (A) any criminal liability, penalty or sanction, (B) any civil liability, penalty or sanction for which Tenant has not made provisions reasonably acceptable to Landlord and Lender, or (C) defeasance or loss of priority of its interest in the Premises, provided, further, however, that **TENANT SHALL NONETHELESS BE OBLIGATED TO INDEMNIFY, DEFEND AND HOLD HARMLESS LANDLORD, LENDER AND ALL OTHER INDEMNIFIED PARTIES, FROM ANY AND ALL LOSSES, LIABILITIES, PENALTIES, ACTIONS, SUITS, CLAIMS, DEMANDS, JUDGMENTS, DAMAGES, COSTS OR EXPENSES SUFFERED AS A RESULT OF THE VIOLATION OF ANY SUCH PERMITTED ENCUMBRANCE** Tenant agrees that with respect to the Permitted Encumbrances and any covenants, restrictions or agreements hereafter created by or consented to by Tenant, Tenant shall observe, perform and comply with and carry out the provisions thereof required therein to be observed and performed by Landlord

(b) Without limiting any rights of Tenant under this Lease, Tenant, subject to Laws and Legal Requirements (as such terms are defined in Section 10 of this Part II), may keep the Premises open for business on Sundays and/or holidays, and operate on an "extended hours basis" (defined as being open for business in excess of one hundred ten (110) hours per week)

FIXED RENT

5 (a) Commencing as of the Date of Rent Commencement, Tenant shall pay Fixed Rent to Landlord, or to Lender if directed by Landlord in writing, at the business address of Landlord or Lender, as the case may be, specified herein, or at such other address as Landlord or Lender, as the case may be, shall from time to time designate by written notice to Tenant During the Initial Term, Fixed Rent shall be due and payable in the amounts set forth in Subpart A of Schedule 2 hereto under the heading "Monthly Installments - Cash" for the respective periods shown on such Subpart A of Schedule 2, which Schedule 2 is incorporated herein by this reference During each Extension Period, Fixed Rent shall be due and payable in the amounts determined with respect to such Extension Period as provided in Schedule 2 hereto Commencing on the Date of Rent Commencement, Fixed Rent shall be due and payable on the first day of each month (or if such first day is not a business day, the first business day of each month) during the Term (each such date being referred to herein as a "Due Date") Notwithstanding the foregoing, from the Date of Rent Commencement until Tenant is notified otherwise by Landlord and Lender, Fixed Rent shall be paid by wire transfer to the account specified in the rent direction letter from Landlord to Tenant delivered concurrently with the execution and delivery of this Lease The Fixed Rent allocated to each period during the Initial Term shall be as set forth in Subpart C of Schedule 2 under the heading "Fixed Rent Allocated (Section 467)", however, the Fixed Rent shown as payable for each month under the heading

“Monthly Installments - Cash” in Subpart A of Schedule 2 hereto shall be payable on the first day of such month notwithstanding any such allocation

(b) If the Lease Commencement Date shall be on any day other than the first day of a calendar month, then the following amounts shall be paid on the Lease Commencement Date (i) Fixed Rent and other charges for the remaining portion of such month including and after the Lease Commencement Date, prorated (based on the first full month's Fixed Rent and other charges) on a per diem basis, and (ii) the Fixed Rent and other charges which would otherwise be due and payable on the first day of the calendar month immediately following the month in which the Lease Commencement Date occurs Fixed Rent for the month of December 2004 shall be paid at the same monthly rate (prorated as aforesaid) as shown for January 2005 in Subpart A of Schedule 2 hereto The Fixed Rent paid for such partial period shall be allocated to such partial period The foregoing notwithstanding, Tenant's obligation to pay insurance charges pursuant to Section 32 of Part II of this Lease, taxes pursuant to Section 31 of Part II of this Lease, and all other Additional Rent shall commence upon the Lease Commencement Date

(c) If any installment of Fixed Rent is not paid on the respective Due Date, Tenant shall pay Landlord interest on such overdue payment at the Lease Default Rate, accruing from the Due Date of such payment until the same is paid All Fixed Rent and Additional Rent shall be payable in U S Dollars

(d) Commencing as of the Lease Commencement Date, all taxes, costs, expenses, Stipulated Loss Values, and other amounts which Tenant is required to pay pursuant to this Lease (other than Fixed Rent), together with every fine, penalty, interest and cost which may be added for non-payment or late payment thereof, shall constitute additional rent hereunder (“Additional Rent”) All Additional Rent shall be paid directly by Tenant to the party to whom such Additional Rent is due If Tenant shall fail to pay any such Additional Rent or any other sum due hereunder when the same shall become due (and if no due date is specified, then such amounts shall be payable on demand), Landlord shall have all rights, powers and remedies with respect thereto as are provided herein or by Law in the case of non-payment of any Fixed Rent and shall, except as expressly provided herein, have the right, not sooner than ten (10) days after notice to Tenant (except in the event of an emergency, as reasonably determined by Landlord, in which case prior notice shall not be necessary) of its intent to do so, to pay the same on behalf of Tenant, and Tenant shall repay such amounts to Landlord on demand Tenant shall pay to Landlord interest at the Lease Default Rate on all overdue Additional Rent and other sums due hereunder, in each case paid by Landlord or Lender on behalf of Tenant, from the date of payment by Landlord or Lender until repaid by Tenant

(e) Upon any termination of this Lease the balance of the Section 467 Loan shall be deemed to be reduced to zero and shall be fully discharged for all purposes

NET LEASE; TRUE LEASE

6 (a) The obligations of Tenant hereunder shall be separate and independent covenants and agreements, and Fixed Rent, Additional Rent and all other sums payable by Tenant hereunder shall continue to be payable in all events, and the obligations of Tenant hereunder shall continue during the Term, unless the requirement to pay or perform the same

shall have been terminated pursuant to the provisions of Section 13(d), Section 14 or Section 45 of this Part II. This is an absolutely net lease and Fixed Rent, Additional Rent and all other sums payable hereunder by Tenant shall be paid without notice or demand, and without setoff, counterclaim, recoupment, abatement, suspension, reduction or defense. This Lease is the absolute and unconditional obligation of Tenant, and the obligations of Tenant under this Lease shall not be affected by any interference with Tenant's use of any of the Premises for any reason, including, but not limited to, the following: (i) any damage to or destruction of any of the Premises by any cause whatsoever (except as otherwise expressly provided in Section 13(d) of this Part II), (ii) any Condemnation (except as otherwise expressly provided in Section 14 of this Part II), (iii) the prohibition, limitation or restriction of Tenant's use of any of the Premises, (iv) any eviction by paramount title or otherwise, (v) Tenant's acquisition of ownership of any of the Premises other than pursuant to an express provision of this Lease, (vi) any default on the part of Landlord under this Lease or under any other agreement, (vii) any latent or other defect in, or any theft or loss of any of the Premises, (viii) any violation of Section 35 of this Part II by Landlord (provided, that this Section 6(a)(viii) shall not limit Tenant's rights, if any, to seek injunctive relief against Landlord for violation of said Section 35 of this Part II), (ix) the failure of the Building to be Substantially Completed by the Substantial Completion Date (except as otherwise expressly provided in Section 45 of this Part II), or (x) any other cause, whether similar or dissimilar to the foregoing, any present or future Law to the contrary notwithstanding. All costs and expenses (other than depreciation, interest on and amortization of debt incurred by Landlord, and costs incurred by Landlord in financing or refinancing the Premises) and other obligations of every kind and nature whatsoever relating to the Premises and the appurtenances thereto and the use and occupancy thereof which may arise or become due and payable with respect to the period which ends on the expiration or earlier termination of the Term in accordance with the provisions hereof (whether or not the same shall become payable during the Term or thereafter) shall be paid and performed by Tenant. Tenant shall pay all expenses related to the maintenance and repair of the Premises, and taxes and insurance costs. This Lease shall not terminate and Tenant shall not have any right to terminate this Lease (except as otherwise expressly provided in Section 13(d), Section 14 or Section 45 of this Part II), or to abate Fixed Rent or Additional Rent during the Term.

(b) Landlord and Tenant agree that this Lease is a true lease and does not represent a financing arrangement. Each party shall reflect the transaction represented hereby in all applicable books, records and reports (including income tax filings) in a manner consistent with "true lease" treatment rather than "financing" treatment.

(c) Tenant shall remain obligated under this Lease in accordance with its terms and shall not take any action to terminate, rescind or avoid this Lease, notwithstanding any bankruptcy, insolvency, reorganization, liquidation, dissolution or other proceeding affecting Landlord or any action with respect to this Lease which may be taken by any trustee, receiver or liquidator or by any court.

CONDITION

7 Tenant acknowledges that Tenant is fully familiar with the physical condition of the Premises and that Landlord makes no representation or warranty express or implied, with respect to same. **EXCEPT FOR LANDLORD'S COVENANT OF QUIET ENJOYMENT**

SET FORTH IN SECTION 35 OF THIS PART II, LANDLORD MAKES NO AND EXPRESSLY HEREBY DENIES ANY REPRESENTATIONS OR WARRANTIES REGARDING THE CONDITION OR SUITABILITY OF, OR TITLE TO, THE PREMISES TO THE EXTENT PERMITTED BY LAWS, AND TENANT WAIVES ANY RIGHT OR REMEDY OTHERWISE ACCRUING TO TENANT ON ACCOUNT OF THE CONDITION OR SUITABILITY OF THE PREMISES, OR (EXCEPT WITH RESPECT TO LANDLORD'S WARRANTY SET FORTH IN SECTION 35 OF THIS PART II) TITLE TO THE PREMISES, AND TENANT AGREES THAT IT TAKES THE PREMISES "AS IS," WITHOUT ANY SUCH REPRESENTATION OR WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES. Tenant has examined the Premises and title to the Premises, and has found all of the same satisfactory for all purposes

LIENS

8 Tenant shall not, directly or indirectly, create, or permit to be created or to remain, and shall remove and discharge (including, without limitation, by any statutory bonding procedure or any other bonding procedure reasonably satisfactory to Landlord and Lender which shall be sufficient to prevent any loss of the Landlord's or Lender's interest in the Premises) within thirty (30) days after obtaining knowledge thereof, any mortgage, lien, encumbrance or other charge on the Premises or the leasehold estate created hereby or any Fixed Rent or Additional Rent payable hereunder which arises for any reason, other than the Landlord's Mortgage (and any assignment of leases or rents collateral thereto), the Permitted Encumbrances which are specified on Exhibit B hereto or which subsequently arise with the prior written consent of Landlord and Lender, and any mortgage, lien, encumbrance or other charge created by or resulting from any act or omission by Landlord or those claiming by, through or under Landlord (other than Tenant). Landlord shall not be liable for any labor, services or materials furnished to Tenant or to any party holding any portion of the Premises through or under Tenant and no mechanic's or other liens for any such labor, services or materials shall attach to the Premises or the leasehold estate created hereby.

REPAIRS AND MAINTENANCE

9 (a) Tenant shall keep, maintain and repair, at its sole cost and expense, the Premises, including, without limitation, the roof, walls, footings, foundations, HVAC, mechanical and electrical equipment and systems in or serving the Premises and structural and nonstructural components and systems of the Premises, parking areas, sidewalks, roadways and landscaping in good repair and appearance, and shall make all repairs and replacements (substantially equivalent in quality and workmanship to the original work) of every kind and nature, whether foreseen or unforeseen, which may be required to be made in order to keep and maintain the Premises in as good repair and appearance as they were when originally constructed, except for ordinary wear and tear and (other than for any Restoration required by the terms of this Lease) any damage to the Premises by any Termination Casualty to or Major Condemnation of the Premises. Tenant shall do or cause others to do all shoring of the Premises or of the foundations and walls of the Building and every other act necessary or appropriate for the preservation and safety thereof (including, without limitation, any repairs required by Law as contemplated by Section 10 of this Part II), by reason or in connection with any excavation or

other building operation upon the Premises, and Landlord shall have no obligation to do so. Landlord shall not be required to make any repair, replacement, maintenance or other work whatsoever, or to maintain the Premises in any way, and Tenant waives the right to make repairs, replacements or to perform maintenance or other work at the expense of the Landlord, which right may be provided for in any Laws. Nothing in the preceding sentence shall be deemed to preclude Tenant from being entitled to insurance proceeds or awards for any taking to the extent provided in this Lease. Tenant shall, in all events, make all repairs, replacements and perform maintenance and other work for which it is responsible hereunder, in a good, proper and workmanlike manner.

(b) If all or any part of the Building shall encroach upon any property, street or right-of-way adjoining or adjacent to the Premises, or shall violate the agreements or conditions affecting the Premises or any part thereof, or shall violate any Laws or Legal Requirements, or shall hinder, obstruct or impair any easement or right-of-way to which the Premises is subject, then, promptly after written request of Landlord (unless such encroachment, violation of any agreements or conditions of record, hindrance, obstruction or impairment is a Permitted Encumbrance in existence as of the Lease Commencement Date and is disclosed on Exhibit B to this Lease or on the survey delivered to Landlord at the time of its purchase of the Premises, or which subsequently arises with the prior written consent of Landlord and Lender, and Landlord and Lender have obtained, at Tenant's cost, affirmative title insurance coverage against any loss arising due to any such matter on terms and conditions satisfactory to Landlord and Lender in their sole discretion) or of any person affected thereby, Tenant shall, at its sole expense, either (i) obtain valid and effective waivers or settlements of all claims, liabilities and damages resulting therefrom, or (ii) make such changes, including alterations to the Building (subject, however, to Tenant's maintenance and repair obligations in Section 9(a) of this Part II) and take such other action as shall be necessary to remove or eliminate such encroachments, violations, hindrances, obstructions or impairments, provided that, if Landlord's or Lender's consent is required for such changes pursuant to this Lease, Landlord's or Lender's consent shall not be unreasonably withheld, conditioned or delayed.

(c) If Tenant shall be in default under any of the provisions of this Section 9, Landlord may, after thirty (30) days written notice to Tenant and failure of Tenant to cure during said period, but without notice in the event of an emergency, do whatever is necessary to cure such default as may be appropriate under the circumstances for the account of and at the expense of Tenant. If an emergency exists, Landlord shall use reasonable efforts to notify Tenant of the situation by phone or other available communication before taking any such action to cure such default. All reasonable sums so paid by Landlord and all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) so incurred, together with interest at the Lease Default Rate from the date of payment or incurring of the expense, shall constitute Additional Rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand.

(d) Tenant shall at its own expense provide Landlord and Lender with certificates every year during the Term of this Lease (except the last year of the Term, during which year the Tenant shall provide such certificate each fiscal quarter of Tenant) certifying that the Premises (i) are in good and safe condition and repair and (ii) are and have been maintained

in good order, repair and condition (including all structural and non-structural elements) consistent with maintenance procedures and standards which would generally be applied by commercially reasonable and responsible operators of properties located in the State where the Premises are located which are of similar use and construction, taking into account the age of the improvements on the Premises and ordinary wear and tear, provided, that during any time that the Guarantor's long-term unsecured debt is not rated with the Minimum Rating or better, the Tenant shall be required to deliver the certificates required by this sentence once each fiscal quarter of Tenant. One (1) year prior to the expiration of the Initial Term of this Lease, Tenant shall at its own expense cause the Premises to be inspected, the results of which shall be made available to Landlord and Lender not less than eleven (11) months prior to the end of the Initial Term, to determine whether the condition of the Premises complies with the requirements of this Lease. In addition to any document or information which Tenant is expressly required to deliver pursuant to this Lease, Tenant will also deliver to Landlord, promptly upon request, information with respect to the Premises reasonably (both as to content and frequency) requested by Lender pursuant to the Mortgage or any other documents evidencing or securing the Loan, provided, that this shall not increase the obligations of Tenant to deliver environmental reports beyond that required in Section 40 of Part II of this Lease.

COMPLIANCE WITH LAWS

10 During the Term Tenant shall comply with all Laws and Legal Requirements relating to the Premises. As used herein, (i) the term "Laws" shall mean all present and future laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations and requirements, even if unforeseen or extraordinary, of every duly constituted governmental authority or agency (but excluding those which by their terms are not applicable to and do not impose any obligation on Tenant, Landlord or the Premises or which are due to take effect after expiration of the Term), and (ii) the term "Legal Requirements" shall mean all Laws and all covenants, restrictions and conditions now or in the future of record which may be applicable to Tenant, Landlord (with respect to the Premises) or to all or any part of or interest in the Premises, or to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the Premises.

ACCESS TO PREMISES

11 (a) Upon reasonable notice to Tenant, and during Tenant's business hours, Landlord and Lender and their respective employees, contractors, agents and representatives may enter onto the Premises to (i) show the Premises to purchasers and potential purchasers, and to mortgagees and potential mortgagees, or (ii) for the purpose of inspecting the Premises or performing any work which Landlord is permitted to perform under this Lease, provided, that, for purposes of subpart (ii) of this sentence, Landlord and Lender shall not be required to give notice prior to entry onto the Premises during the continuance of an Event of Default or in the event of an emergency situation. Upon reasonable notice to Tenant, during the last six (6) months of the then-current Term, unless Tenant shall have exercised the next Renewal Option, Landlord also may enter onto the Premises to show the Premises to persons wishing to rent the same, and place notices offering the Premises "For Rent" or "For Sale" on the front of the Building. However, Landlord shall not place any such notices on or in any door or show window of the Building. No such entry shall constitute an eviction of Tenant but any such entry shall be

done by Landlord in such reasonable manner as to minimize any disruption of Tenant's business operations

(b) Upon request of Lender, Tenant will arrange for meetings between such Lender (or its representatives) and a representative of Tenant designated by Tenant to discuss operations at the Premises, provided, that Tenant shall not be obligated to arrange for such meetings more than once in each calendar year

(c) Further, Tenant hereby agrees to the licenses and other rights to enter onto the Premises which are granted to Lender under the Mortgage (including, without limitation, Section 23(b) thereof), and Tenant shall cause each and every subtenant and assignee of Tenant to agree thereto

WAIVER OF SUBROGATION

12 Notwithstanding anything in this Lease to the contrary, Landlord and Tenant each waive any rights of action for negligence against the other party, which may arise during the Term for damage to the Premises or to the property therein resulting from any fire or other casualty, but only to the extent covered by insurance or to the extent the same would have been covered by the insurance had Tenant maintained the insurance to be maintained under this Lease

DAMAGE; DESTRUCTION

13 (a) In the event of any damage to or destruction of the Premises by fire, the elements or other casualty during the Term (a "Casualty"), Tenant shall give Landlord and Lender, if any, prompt written notice thereof. Tenant shall adjust, collect and compromise any and all claims covered by insurance

(b) In the event of any such Casualty (whether or not insured against) the Term shall continue and there shall be no abatement or reduction of Fixed Rent, Additional Rent or of any other sums payable by Tenant hereunder

(c) Except to the extent otherwise provided in Section 14(c) of this Part II in the event of a Termination Casualty resulting in a Rejectable Offer being made to Landlord, all proceeds of any insurance required to be carried hereunder less any reasonable expenses of Landlord or Lender in collecting such proceeds (the "Net Proceeds") shall be delivered to Tenant to apply in accordance with the terms of this Lease if (i) the estimated cost of restoring or repairing the Premises to as nearly as possible to its value, condition, character, utility and useful life immediately before such Condemnation or Casualty, but in any event assuming the Premises have been maintained in accordance with the requirements of Section 9 of this Part II (such restoration or repair of the Premises, whether in connection with a Condemnation or a Casualty, as the context requires, herein called a "Restoration"), shall be the Threshold Repair Amount or less, (ii) no Event of Default or Disqualifying Default (as hereinafter defined) has occurred and is continuing, and (iii) the long-term unsecured debt of Guarantor is rated at least BBB by Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. ("S&P") and at least Baa2 by Moody's Investors Service, Inc. ("Moody's") (the "Minimum Rating") at the time of delivery of the Net Proceeds. In all other events the Net Proceeds shall be delivered to a trustee

which shall be a federally insured bank or other financial institution, selected by Landlord and Tenant and reasonably satisfactory to Lender (the "Trustee") to be held and disbursed in accordance with the provisions of Section 13(e) of this Part II, provided, however, that if at the time of the delivery of the Net Proceeds a Mortgage is in existence, the Lender or the servicer of the Loan may act as Trustee without the consent of either Landlord or Tenant. As used herein, a "Disqualifying Default" shall mean and include (i) any failure to make any payment of Fixed Rent when due hereunder, and (ii) the occurrence of any event or condition described in subparts (vi) or (vii) of Section 23(a) of Part II hereof without regard to any notice or lapse of time set forth in such subparts which may be required for such events or conditions to mature into an Event of Default.

(d) Tenant shall, whether or not the Net Proceeds of such insurance are sufficient for the purpose or delivered to Tenant, promptly complete the Restoration of the Improvements damaged by any such Casualty (including, without limitation, any alterations previously made by Tenant hereunder) in compliance with all requirements set forth in this Lease and all Legal Requirements, and such Restoration shall be completed in such a manner as not to impair the market value or usefulness of the Premises for use in Tenant's ordinary course of business, all at Tenant's sole cost and expense, provided, that if the Building was under construction at such time, such Restoration shall be completed to the condition and fair market value thereof which would be anticipated at the time of completion as required under this Lease. Notwithstanding the foregoing, if a Casualty occurs within twenty-four (24) months prior to the expiration of the then-current Term which results in damage to the Premises with a cost to repair in excess of fifty percent (50%) of the then-current Fair Market Value of the Premises (as hereinafter defined) (a "Termination Casualty"), then, so long as no Event of Default or Disqualifying Default then exists, Tenant may elect not to complete the Restoration provided such election is made within one hundred eighty (180) days after the date of such Termination Casualty, in which event Tenant may terminate this Lease by notice to Landlord and Lender on the date for termination specified in such notice (which date shall be a Due Date which is no sooner than ninety (90) days and no later than one hundred twenty (120) days after such notice but, in any event, not later than the last day of the Term of this Lease), but only if (i) such termination is accompanied by a Rejectable Offer, as provided in such Section 14(c) of this Part II, and (ii) if such Rejectable Offer is accepted by Landlord as provided in such Section 14(c), Tenant makes full payment of the sums due thereunder as provided in such Section 14(c) in immediately available funds (it being agreed that if Tenant shall have failed to send such notice within such one hundred eighty (180) day period or shall have sent such notice but failed to comply with subparts (i) and (ii) of this sentence, then Tenant shall be deemed to have waived its right to so terminate this Lease and shall be obligated to complete the Restoration). No rejection of a Rejectable Offer shall be effective unless the Lender shall have consented thereto in writing. In addition, if Landlord has not properly accepted such Rejectable Offer, Lender may accept Tenant's Rejectable Offer by written notice to Tenant delivered in accordance herewith and within the time periods provided herein (notwithstanding any notice by Landlord to the contrary) and, in such event, Tenant's Rejectable Offer shall be deemed accepted for all purposes hereof. Prior to any such Restoration (or concurrently with making a Rejectable Offer under this Section 13(d), if applicable), Tenant shall notify Landlord in writing of the estimated cost thereof (the "Restoration Cost"). Except for such termination expressly provided for above in this paragraph (d), Tenant shall not have any right to abate the payment of Fixed Rent or Additional

Rent as a result of any Casualty As used herein, the "Fair Market Value of the Premises" shall be the fair market value of the Premises as determined by an appraisal of the Premises prepared by an MAI appraiser who is mutually satisfactory to Landlord and Tenant with not less than ten (10) years experience appraising properties similar to the Premises in the metropolitan area in which the Premises is located (an "Appraiser")

(e) Net Proceeds held by the Trustee shall be invested in Permitted Investments (as defined in the Mortgage), or in accordance with other prudent investment standards adopted by the Landlord, Lender and Tenant from time to time, and shall be disbursed in accordance with the following conditions

(i) If the Restoration Cost exceeds the Threshold Repair Amount, before commencing the Restoration the architects, general contractor(s), and plans and specifications for the Restoration shall be approved by Landlord and Lender, which approval shall not be unreasonably withheld or delayed, and which approval shall be granted to the extent that the plans and specifications depict a Restoration which is substantially similar to the improvements and equipment which existed prior to the occurrence of the Casualty or Taking, whichever is applicable, or, if the Building was under construction prior thereto, which depict a Restoration to the condition to which the Building was to have been constructed

(ii) At the time of any requested disbursement, no Event of Default or Disqualifying Default shall exist and no mechanics' or materialmen's liens shall have been filed and remain undischarged or unbonded

(iii) Disbursements shall be made from time to time in an amount not exceeding the hard and soft cost of the work and costs incurred since the last disbursement upon receipt of (A) satisfactory evidence, including architects' certificates of the stage of completion, of the estimated costs of completion and of performance of the work to date in a good and workmanlike manner in accordance with the contracts, plans and specifications, (B) partial releases of liens, if the same are obtainable or, if such partial releases are not obtainable, endorsements to Landlord's and Lender's title insurance policies showing no exceptions for mechanics' or materialmen's or any similar liens, and (C) other reasonable evidence of cost and payment so that Landlord can verify that the amounts disbursed from time to time are represented by work that is completed in place or delivered to the site and free and clear of mechanics' lien claims

(iv) Each request for disbursement shall be accompanied by a certificate of Tenant describing the work, materials or other costs or expenses for which payment is requested, stating the cost incurred in connection therewith and stating that Tenant has not previously received payment for such work or expense and the certificate to be delivered by Tenant upon completion of the work shall, in addition, state that the work has been substantially completed and complies with the applicable requirements of this Lease

(v) The Trustee may retain ten percent (10%) of the Net Proceeds until the Restoration is at least fifty percent (50%) complete, which amount may continue to be

held as retainage until the Restoration is substantially complete. Notwithstanding the preceding sentence, if the Premises are located in Connecticut, in no event shall a retainage amount be held which would violate the provisions of Connecticut General Statutes §42-158k, if applicable.

(vi) [Intentionally Omitted]

(vii) At all times the undisbursed balance of the Net Proceeds held by Trustee plus any funds contributed thereto by Tenant, at its option, shall be not less than the cost of completing the Restoration, free and clear of all liens.

(viii) In addition, before commencement of Restoration and at any time during Restoration, if the estimated cost of Restoration, as reasonably determined by an independent architect mutually agreed upon by the parties in their reasonable discretion, exceeds the amount of the Net Proceeds available for such Restoration, the amount of such excess shall be paid by Tenant to the Trustee to be added to the Net Proceeds or Tenant shall fund at its own expense the costs of such Restoration until the remaining Net Proceeds are sufficient for the completion of the Restoration. For purposes of determining the source of funds with respect to the disposition of funds remaining after the completion of Restoration, the Net Proceeds shall be deemed to be disbursed prior to any amount added by Tenant.

(ix) Provided no Event of Default or Disqualifying Default exists and is continuing, any Net Proceeds remaining after final payment has been made for such Restoration shall be promptly delivered to Tenant. Notwithstanding any contrary provision hereof, if an Event of Default or a Disqualifying Default has occurred and is continuing, Landlord shall be entitled to retain any Net Proceeds and to apply the same to either repair the damages or to pay other amounts due Landlord hereunder or Lender under the Mortgage, at Lender's or, if there is then no Lender, Landlord's sole option. No such retention by Landlord shall impose on Landlord any obligation to repair the Premises or relieve Tenant of its obligations to repair the Premises.

(f) If the Premises are located in the State of New York, the parties intend that the terms of this Section 13 of Part II, and those of Sections 6 and 14 of Part II of this Lease, constitute an "express agreement to the contrary" under Section 227 of the New York Real Property Law. If the Premises are located in the State of Rhode Island, Tenant hereby expressly waives all of its rights under the provisions of Section 34-18 1-8 of the General Laws of Rhode Island, 1956, as amended. If the Premises are located in the State of New Jersey, the parties hereby expressly agree that the provisions of this Section 13 of Part II control over any Law to the contrary including, without limitation, N.J.S.A. §46-8 6 and §46-8 7.

CONDEMNATION; REJECTABLE OFFERS

14 (a) Promptly upon obtaining knowledge of any proceeding for condemnation or eminent domain with respect to the Premises (a "Taking" or "Condemnation"), Tenant and Landlord shall each notify the other and Lender, and each shall be entitled to participate in such proceeding at Tenant's sole expense. Subject to the provisions of this Section 14, Tenant hereby

irrevocably assigns to Landlord's Lender or to Landlord, in that order, any award or payment in respect of any Condemnation of the Premises, except that (except as hereinafter provided) nothing in this Lease shall be deemed to assign to Landlord or Lender any award relating to the value of the leasehold interest created by this Lease or any award or payment on account of an interruption of Tenant's business at the Premises or the Tenant's trade fixtures, moving expenses and out-of-pocket expenses incidental to the move, if available, to the extent Tenant shall have a right to make a separate claim therefor against the condemnor, it being agreed, however, that Tenant shall in no event be entitled to any payment that reduces the award to which Landlord is or would be entitled for the condemnation of Landlord's interest in the Premises. Notwithstanding the foregoing, Tenant shall be entitled to any award or payment on account of Tenant's leasehold interest under this Lease only in the event of a Major Condemnation and then only to the extent that when such award, added to all other awards to which Tenant is entitled hereunder, is subtracted from the entire award in respect to all interests in the Premises, the remainder exceeds the amount set forth on Exhibit E attached hereto and made a part hereof.

(b) If (i) the entire Premises or (ii) a material portion of the Building or land comprising a portion of the Premises the loss of which would, in Tenant's reasonable judgment, render the Premises unsuitable for Restoration or for the continued use and occupancy in Tenant's business after Restoration, shall be subject of a Taking (a "Major Condemnation"), then not later than ninety (90) days after such Taking has occurred, Tenant shall serve written notice upon Landlord and Lender ("Tenant's Termination Notice") of Tenant's intention to terminate this Lease on any Fixed Rent payment Due Date specified in such notice, which Due Date (the "Involuntary Conversion Termination Date") shall be no sooner than ninety (90) days and no later than one hundred twenty (120) days after Tenant's Termination Notice but, in any event, not later than the last day of the Term of this Lease. If the Involuntary Conversion Termination Date occurs on or prior to the Final Amortization Date, such notice must be accompanied by a Rejectable Offer, as described in Section 14(c) of this Part II, in which event the provisions of such Section 14(c) shall be controlling.

(c) In the event of a Major Condemnation which occurs prior to the Final Amortization Date or a Termination Casualty during the last twenty-four (24) months of the Initial Term or the last twenty-four (24) months of any Extension Period, then contemporaneously with the delivery of Tenant's Termination Notice (or notice of termination under Section 13(d)), Tenant shall deliver to Landlord and Lender (i) an irrevocable rejectable written offer (the "Rejectable Offer") to purchase Landlord's interest in the Premises on the Involuntary Conversion Termination Date (or the date of termination specified in such notice under Section 13(d)) for a price equal to (A) in the event of a Major Condemnation, the then applicable "Stipulated Loss Value" (herein so called) as specified on Schedule 1 attached hereto, or (B) in the event of a Termination Casualty which occurs during the last twenty-four (24) months of the Initial Term or the last twenty-four (24) months of any Extension Period, so long as no Event of Default has occurred under this Lease, the then-current Fair Market Value of the Premises (or if an Event of Default then exists, the greater of the Fair Market Value of the Premises or the Stipulated Loss Value as of the month immediately prior to the occurrence of such Event of Default), and (ii) a certificate from an officer of Tenant and Guarantor which (A) describes the event(s) giving rise to the Termination Casualty or Major Condemnation, as the case may be, and (B) in the case of a Major Condemnation, states that the chief financial officer

or senior vice president of real estate for Guarantor has determined that such event has rendered the Premises unsuitable for Restoration or for the continued use and occupancy in Tenant's business. Within seventy five (75) days after the date Landlord receives the items required to be delivered in (i) and (ii) above, Landlord shall deliver written notice of its election to either accept or reject Tenant's Rejectable Offer (with a failure to respond constituting a deemed acceptance of such Rejectable Offer, it being agreed that, in such case, no acceptance by Lender or any other party shall be required). In the event of an acceptance or deemed acceptance of a Rejectable Offer made under this Section 14(c), on the applicable Involuntary Conversion Termination Date (or the date of termination specified in such notice under Section 13(d)) the Premises shall be conveyed to Tenant or its designee and the Net Proceeds or net award, if any, payable in connection with the Termination Casualty or Major Condemnation (or the right to receive the same when made if payment therefor has not yet been made) shall be assigned and/or turned over to the Tenant on the closing of the title in exchange for payment by Tenant to Landlord of all Fixed Rent, Additional Rent and all other sums due hereunder through the date of such closing plus the applicable Stipulated Loss Value for the Premises (or, in the event of a Termination Casualty, an amount equal to the Fair Market Value of the Premises). If the Landlord and the Landlord's Lender reject a Rejectable Offer made under this Section 14(c) by a written notice given to the Tenant within the time period set forth above, then this Lease shall terminate on the Involuntary Conversion Termination Date (or the date of termination specified in such notice under Section 13(d)) (except with respect to indemnifications, obligations and liabilities of Tenant hereunder, actual or contingent, which have arisen on or prior to such termination, and except for the provisions of Sections 28 and 40 of this Part II, all of which shall survive such termination of this Lease) and any Net Proceeds or net award payable in connection with a Termination Casualty or Major Condemnation (or the right to receive the same when made if payment therefor has not yet been made) shall be assigned or paid and belong to the Landlord, and, in addition, the Tenant shall pay to the Landlord an amount equal to any deductible or self-insurance amount in effect under the policy or policies insuring the risk relating to such Termination Casualty, all Fixed Rent accrued as of such Involuntary Conversion Termination Date (or the date of termination specified in such notice under Section 13(d)), and all Additional Rent and all other amounts then due and payable (or accrued but not yet due and payable) by the Tenant under this Lease. Except for a termination as provided for in the immediately preceding sentence, Tenant shall not be permitted to abate Fixed Rent or Additional Rent as a result of a Taking or Condemnation. No rejection of a Rejectable Offer shall be effective unless Lender shall have consented thereto in writing. In addition, Lender may accept Tenant's Rejectable Offer under this Section 14(c) by written notice to Tenant delivered in accordance herewith and within the time periods provided herein (notwithstanding any notice by Landlord to the contrary) and, in such event, Tenant's Rejectable Offer shall be deemed accepted for all purposes hereof.

(d) If Tenant shall purchase the Premises pursuant to a Rejectable Offer under Section 14(c) which is accepted or deemed accepted, Landlord shall convey or cause to be conveyed title thereto, the state of which shall be free and clear of any encumbrance voluntarily created by Landlord, except for Permitted Encumbrances and liens and encumbrances created by, through, under or with the consent of Tenant, and Tenant or its designee shall accept such title, subject, however, to the condition of the Premises on the date of purchase and all applicable Laws and Legal Requirements, but free of the lien of the Mortgage held by Lender and of liens, and encumbrances resulting from acts of Landlord taken without the consent of Tenant. Upon

the Involuntary Conversion Termination Date hereunder (or the date of termination specified in such notice under Section 13(d)), Tenant shall, by wire transfer of immediately available funds, pay into the same account or to the same address as then designated for the payment of Fixed Rent, the then applicable Stipulated Loss Value shown on Schedule 1 hereto (or, in the event of a Termination Casualty, an amount equal to the Fair Market Value of the Premises), together with all Fixed Rent, Additional Rent, and other sums then due and payable (or accrued but not yet due and payable) hereunder to and including such date of purchase, and there shall be delivered to Tenant a special warranty deed (or its local equivalent, which shall be a covenant deed if the Premises are located in Michigan) with respect to the Premises, and any other instruments necessary to convey the title thereto described above and to assign any other property then required to be assigned by Landlord pursuant hereto. Tenant shall pay all charges incident to such conveyance and assignment, including, without limitation, counsel fees, escrow fees, recording fees, title insurance premiums, transfer taxes and all other applicable taxes (other than any franchise, income or capital gains tax, gross receipts tax imposed in lieu of any of the foregoing taxes, or tax imposed under Section 59A of the Internal Revenue Code of 1986, as amended, or any similar state, local, foreign or successor provision) which may be imposed by reason of such conveyance and assignment and the delivery of said deed or conveyance and other instruments regardless of who is required to pay such taxes under State or local law or custom (and Tenant shall also pay to Landlord any amount necessary to yield to Landlord the entire purchase price if as a matter of Law Tenant is unable to pay such tax). Upon the completion of such purchase of the entire Premises by Tenant but not prior thereto (whether or not any delay or failure in the completion of such purchase shall be the fault of Landlord), this Lease shall terminate, except with respect to indemnifications, obligations and liabilities of Tenant hereunder, actual or contingent, which have arisen on or prior to such completion of such purchase, and except for the provisions of Sections 28 and 40 of this Part II, all of which shall survive such termination of this Lease. Prior to the completion of such purchase, this Lease shall continue in full force and effect, and Tenant shall continue to be obligated for Fixed Rent, Additional Rent and all other sums then due and payable hereunder, without setoff, counterclaim, recoupment, abatement, suspension, reduction or defense. If Tenant purchases the Premises pursuant to a Rejectable Offer under Section 14(c), then Tenant agrees that it will, upon request of the Landlord, cooperate with Landlord to structure the Landlord's sale of the Premises as a like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, or any successor provision. Such cooperation shall include, without limitation, acknowledging and consenting in writing to the assignment by such Landlord of its rights in connection with such sale or exchange transaction to an exchange party or a qualified intermediary. Notwithstanding the foregoing, in no event shall Tenant (i) be required to accept title to any real property to effect such an exchange, or (ii) be required to incur any expense or liability in performing its obligations created under the two immediately preceding sentences unless the Landlord agrees to indemnify it for such expenses or liabilities.

(e) In the event of any Taking of a portion of the Premises which does not result in a termination of this Lease, the net award resulting from the Taking, *net*, after deducting therefrom all reasonable expenses incurred in the collection thereof, shall be held in accordance with Section 13(c) of this Part II. In the event of any such Taking, Tenant shall promptly commence and diligently complete the Restoration (as defined in Section 13(c) of this Part II) of the Premises in accordance with all Laws and Legal Requirements and all other terms of this

Lease Any net award from Condemnation not resulting in a termination of this Lease shall be disbursed in the same manner as set forth with respect to Net Proceeds in Section 13(e) of this Part II

(f) No agreement with any Taking authority in settlement of or under threat of any Taking shall be made by Landlord or Lender without Tenant's prior written consent (provided, that Tenant's consent shall not be required if an Event of Default or a Disqualifying Default then exists and is continuing), or by Tenant without Landlord's and Lender's prior written consent.

(g) In the case of any Taking, all Fixed Rent, Additional Rent and other obligations of Tenant shall continue unabated until the termination of this Lease or Tenant's purchase of the Premises pursuant to Section 14(d) of this Part II

ASSIGNMENT AND SUBLETTING

15 (a) Tenant shall have the right to assign this Lease, or to sublet the whole or any part of the Premises, for use for any lawful purpose (subject to the limitations of Section 4(a) of this Part II), provided Tenant and Guarantor shall remain liable for the obligations of Tenant hereunder, which liability of Tenant shall be and remain that of a primary obligor and not a guarantor or surety Tenant agrees that in the case of an assignment of this Lease, Tenant shall, within fifteen (15) days after the execution and delivery of any such assignment, deliver to Landlord (i) a duplicate original of such assignment in recordable form and (ii) an agreement executed and acknowledged by the assignee in recordable form wherein the assignee shall agree to assume and agree to observe and perform all of the terms and provisions of this Lease on the part of the Tenant to be observed and performed from and after the date of such assignment In the case of a sublease, Tenant shall, within fifteen (15) days after the execution and delivery of such sublease, deliver to Landlord a duplicate original of such sublease Notwithstanding the foregoing, Tenant shall not be permitted to assign or sublease if, as a result, the Premises or any part thereof would be "tax-exempt use property" within the meaning of Section 168(h) of the Internal Revenue Code of 1986, as amended Any sublease shall be subject and subordinate to this Lease

(b) Upon the occurrence of an Event of Default under this Lease, Landlord shall have the right to collect and enjoy all rents and other sums of money payable under any sublease of any of the Premises, and Tenant hereby irrevocably and unconditionally assigns such rents and money to Landlord, which assignment may be exercised upon and after (but not before) the occurrence of an Event of Default

ALTERATIONS

16 (a) Tenant may make any structural or non-structural, interior and/or exterior alterations, changes, additions, improvements, reconstructions or replacements of any of the Premises ("alterations"), other than those which would result in a diminution in the value of the Premises Tenant shall obtain the prior written consent of Landlord and Lender to any alteration which would result in a diminution in the value of the Premises, which consent may be withheld in each such person's sole discretion

(b) Tenant shall do all such work in a good and workmanlike manner, at its own cost, and in accordance with Laws and Legal Requirements Tenant shall discharge, within sixty (60) days (by payment or by filing the necessary bond, or otherwise), any mechanics', materialmen's or other lien against the Premises and/or Landlord's interest therein, which lien may arise out of any payment due for any labor, services, materials, supplies, or equipment furnished to or for Tenant in, upon, or about the Premises

(c) At Tenant's sole cost and without liability to Landlord, Landlord agrees to cooperate with Tenant (including signing applications upon Tenant's written request) in obtaining any necessary permits, variances and consents for any alterations which Tenant is permitted to make hereunder, provided none of the foregoing shall, in any manner, result in a material reduction of access to or ingress to or egress from the Premises, a diminution in the value of the Premises, a change in zoning having a material adverse effect on the ability to use the Premises as a retail store by Tenant or otherwise have a material adverse effect on the ability to use the Premises as a retail store by Tenant

(d) Tenant agrees that in connection with any alteration (i) the fair market value of the Premises shall not be lessened after the completion of any such alteration, or its structural integrity impaired, (ii) the alteration and any alteration theretofore made or thereafter to be made shall not in the aggregate reduce the gross floor area of the Building by more than ten percent (10%), (iii) all such alterations shall be performed in a good and workmanlike manner, and shall be expeditiously completed in compliance with all Legal Requirements, (iv) Tenant shall promptly pay all costs and expenses of any such alteration, (v) Tenant shall procure and pay for all permits and licenses required in connection with any such alteration, and (vi) all alterations shall be made (in the case of any alteration the estimated cost of which in any one instance exceeds the Threshold Repair Amount) under the supervision of an architect or engineer and in accordance with plans and specifications which shall be submitted to Landlord and Lender (for information purposes only) prior to the commencement of the alterations

(e) All contracts and payments to contractors, subcontractors, suppliers and other persons in connection with the Completion Work and any alteration, Restoration, repair or other work performed at the Premises shall be entered into, made and performed in compliance with all Laws and Legal Requirements (including, without limitation, Connecticut Public Act 99-153, if the Premises are located in the state of Connecticut)

SIGNS

17 At Tenant's sole cost, Tenant may install, replace, relocate and maintain and repair in and on the Building, such signs, awnings, lighting effects and fixtures as may be used from time to time by Tenant (collectively, "Signs") At Tenant's sole cost and without liability to Landlord, Landlord agrees to cooperate with Tenant (including signing applications upon Tenant's written request) in obtaining any necessary permits, variances and consents for Tenant's Signs All Signs of Tenant shall comply with Laws and Legal Requirements

PYLON SIGN

18 If permitted by Laws and Legal Requirements, Tenant, at its sole cost, may install, replace, relocate and maintain its Sign on any pylon sign structure located on the Premises, and, if no such pylon sign structure shall exist, construct its own pylon structure and install its Sign thereon. At Tenant's sole cost and without liability to Landlord, Landlord agrees to cooperate with Tenant (including signing applications) in obtaining any necessary permits, variances and consents for any pylon Sign and/or structure.

SURRENDER

19 At the expiration or other termination of this Lease, Tenant shall surrender the Premises to Landlord in as good order and condition as they were at the commencement of the Term or may be put in thereafter in accordance with this Lease, reasonable wear and tear and (other than for any Restoration required by the terms of this Lease) damage to the Premises by any Termination Casualty or Major Condemnation of the Premises excepted. All alterations, but not Tenant's furniture, trade fixtures, satellite communications dish and equipment, computer and other similar moveable equipment and shelving ("trade fixtures"), shall become the property of Landlord and shall remain upon and be surrendered with the Premises as a part thereof at the termination or other expiration of the Term. At the expiration or termination of the Term, Tenant shall remove its trade fixtures, as well as its Signs and identification marks, from the Premises. Tenant agrees to repair any and all damage caused by such removal. Trade fixtures and personal property not so removed at the end of the Term or within thirty (30) days after the earlier termination of the Term for any reason whatsoever shall become the property of Landlord, and Landlord may thereafter cause such property to be removed from the Premises. The reasonable cost of removing and disposing of such property and repairing any damage to any of the Premises caused by such removal shall be borne by Tenant. Landlord shall not in any manner or to any extent be obligated to reimburse Tenant for any property which becomes the property of Landlord as a result of such expiration or earlier termination. The provisions of this Section 19 shall survive the termination or expiration of this Lease.

At any time during the Term, Tenant may remove the trade fixtures as well as its Signs and identification marks, from the Premises. Tenant agrees to repair any and all damage caused by such removal.

SUBORDINATION OF LEASE

20 (a) This Lease shall be subject and subordinate to any Mortgage and to all advances made upon the security thereof, provided that Lender shall execute and deliver to Tenant an agreement substantially in the form attached as Exhibit F hereto ("SNDA Agreement"), providing that Lender recognizes this Lease and agrees to not disturb Tenant's possession of the Premises in the event of foreclosure if Tenant is not then in default hereunder beyond any applicable cure period. Tenant agrees, upon receipt of such SNDA Agreement, to execute such SNDA Agreement and such further reasonable instrument(s) as may be necessary to so subordinate this Lease. The term "Mortgage" shall include any mortgages, deeds of trust or any other similar hypothecations on the Premises securing Lender's Loan to Landlord, regardless of whether or not such Mortgage is recorded.

(b) Tenant agrees to attorn, from time to time, to Lender, and to any purchaser of the Premises, for the remainder of the Term, provided that Lender or such purchaser shall then be entitled to possession of the Premises, subject to the provisions of this Lease. This subsection shall inure to the benefit of Lender or such purchaser, shall apply notwithstanding that, as a matter of Law, this Lease may terminate upon the foreclosure of the Mortgage (in which event the parties shall execute a new lease for the remainder of the Term containing the provisions of this Lease), shall be self-operative upon any such demand, and no further instrument shall be required to give effect to said provisions. Each such party shall however, upon demand of the other, execute instruments in confirmation of the foregoing provisions reasonably satisfactory to the requesting party acknowledging such subordination, non-disturbance and attornment and setting forth the terms and conditions hereof.

(c) Tenant hereby consents to any assignment of this Lease by Landlord to or for the benefit of any Lender. Without limitation of the preceding sentence, Tenant hereby specifically consents to any Assignment of Lease and Rents executed by Landlord to and for the benefit of the Lender named herein.

TENANT'S OBLIGATION TO DISCHARGE LIENS

21 Prior to the imposition of any fine, lien, interest or penalty Tenant shall timely pay and discharge all amounts and obligations which Tenant assumes or agrees to pay or discharge pursuant to this Lease, together with every fine, penalty and interest with respect thereto.

UTILITIES

22 Tenant agrees to timely pay for all utilities consumed by it in the Premises, prior to delinquency.

TENANT DEFAULT

23 (a) Any of the following occurrences or acts shall constitute an Event of Default (herein so called) under this Lease: if (i) Tenant shall default in the payment when due of any installment of Fixed Rent payable hereunder, and such default shall continue for five (5) days after the Due Date thereof, or (ii) Tenant shall default in the payment when due of any installment of Additional Rent payable hereunder and such default shall continue for ten (10) days after notice of such default is sent to Tenant by Landlord (or Lender), or (iii) the failure by Tenant to maintain insurance as required under this Lease, or (iv) Tenant shall default in fulfilling any of the other covenants, agreements or obligations of this Lease, and such default shall continue for more than thirty (30) days after written notice thereof from Landlord (or Lender) specifying such default, provided, that if Tenant has commenced to cure within said thirty (30) days, and thereafter is in good faith diligently prosecuting same to completion, said thirty (30) day period shall be extended, for a reasonable time (not to exceed one hundred eighty (180) days or, with respect to a breach of Tenant's obligations under Section 40 of this Part II, such longer period as may reasonably be necessary to cure such default so long as (A) Tenant delivers to Landlord a certificate of a qualified environmental remediation specialist that such default could not be cured within such one hundred eighty (180) days but is curable, and (B) Tenant is in good faith diligently prosecuting such cure to completion) where, due to the

nature of a default, it is unable to be completely cured within thirty (30) days, or (v) any execution or attachment shall be issued against Tenant or any of its property whereby the Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Tenant, and the same shall not be bonded, dismissed, or discharged as promptly as possible under the circumstances, or (vi) Tenant or Guarantor (A) shall make any assignment or other act for the benefit of creditors, (B) shall file a petition or take any other action seeking relief under any state or federal insolvency or bankruptcy Laws, or (C) shall have an involuntary petition or any other action filed against either of them under any state or federal insolvency or bankruptcy Laws which petition or other action is not vacated or dismissed within sixty (60) days after the commencement thereof, or (vii) the estate or interest of Tenant in the Premises shall be levied upon or attached in any proceeding and such estate or interest is about to be sold or transferred and such process shall not be vacated or discharged within sixty (60) days after such levy or attachment, or (viii) Tenant shall default under Section 45 of Part II of this Lease after applicable notice and cure periods set forth in such Section 45, or (ix) the Guarantor's guaranty of Tenant's obligations under this Lease is terminated for any reason, or the Guarantor asserts in any pleading or judicial or administrative proceeding that such guaranty is void or unenforceable or that Guarantor is not liable thereunder, or (x) any material representation or warranty made by Tenant or Guarantor to Landlord or the Lender herein or in connection with Landlord's purchase of the Premises or in any document delivered pursuant to this Lease is misleading or false when made

(b) If an Event of Default shall have occurred and be continuing, Landlord shall be entitled to all remedies available at law or in equity. Without limiting the foregoing, Landlord shall have the right to give Tenant notice of Landlord's termination of the Term of this Lease. Upon the giving of such notice, the Term of this Lease and the estate hereby granted shall expire and terminate on such date as fully and completely and with the same effect as if such date were the date herein fixed for the expiration of the Term of this Lease, and all rights of Tenant hereunder shall expire and terminate, but Tenant shall remain liable as hereinafter provided

(c) If an Event of Default shall have occurred and be continuing, Landlord shall have the immediate right, whether or not the Term of this Lease shall have been terminated pursuant to Section 23(b) of this Part II, to re-enter and repossess the Premises and the right to remove all persons and property therefrom by summary proceedings, ejectment, any other legal action or in any lawful manner Landlord determines to be necessary or desirable. Landlord shall be under no liability by reason of any such re-entry, repossession or removal. No such re-entry, repossession or removal shall be construed as an election by Landlord to terminate this Lease unless a notice of such termination is given to Tenant pursuant to Section 23(b) of this Part II

(d) At any time or from time to time after a re-entry, repossession or removal pursuant to Section 23(c) of this Part II, whether or not the Term of this Lease shall have been terminated pursuant to Section 23(b) of this Part II, Landlord may (but, except to the extent expressly required by any applicable Law, shall be under no obligation to) relet the Premises for the account of Tenant, in the name of Tenant or Landlord or otherwise, without notice to Tenant, for such term or terms and on such conditions and for such uses as Landlord, in its absolute discretion, may determine. Landlord may collect any rents payable by reason of such reletting

Except to the extent required by applicable Law, Landlord shall not be liable for any failure to relet the Premises or for any failure to collect any rent due upon any such reletting. If the Premises are located in Texas, nothing contained in this subparagraph (d) shall be deemed to waive a right, or to exempt the Landlord from a liability or duty, under Section 91.006 of the Texas Property Code.

(e) No expiration or termination of the Term of this Lease pursuant to Section 23(b) of this Part II, by operation of law or otherwise, and no re-entry, repossession or removal pursuant to Section 23(c) of this Part II or otherwise, and no reletting of the Premises pursuant to Section 23(d) of this Part II or otherwise, shall relieve Tenant of its liabilities and obligations hereunder, all of which shall survive such expiration, termination, re-entry, repossession, removal or reletting.

(f) In the event of any expiration or termination of the Term of this Lease or re-entry or repossession of the Premises or removal of persons or property therefrom by reason of the occurrence of an Event of Default, Tenant shall pay to Landlord all Fixed Rent, Additional Rent and other sums required to be paid by Tenant, in each case together with interest thereon at the Lease Default Rate from the due date thereof to and including the date of such expiration, termination, re-entry, repossession or removal, and thereafter, Tenant shall, until the end of what would have been the Term of this Lease in the absence of such expiration, termination, re-entry, repossession or removal and whether or not the Premises shall have been relet, be liable to Landlord for, and shall pay to Landlord, as liquidated and agreed current damages: (i) all Fixed Rent, Additional Rent and other sums which would be payable under this Lease by Tenant in the absence of any such expiration, termination, re-entry, repossession or removal, less (ii) the net proceeds, if any, of any reletting effected for the account of Tenant pursuant to Section 23(d) of this Part II, after deducting from such proceeds all reasonable expenses of Landlord in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, reasonable attorneys' fees and expenses (including, without limitation, fees and expenses of appellate proceedings), alteration costs and expenses of preparation for such reletting. Tenant shall pay such liquidated and agreed current damages on the dates on which Fixed Rent would be payable under this Lease in the absence of such expiration, termination, re-entry, repossession or removal, and Landlord shall be entitled to recover the same from Tenant on each such date.

(g) At any time after any such expiration or termination of the Term of this Lease or re-entry or repossession of the Premises or removal of persons or property thereon by reason of the occurrence of an Event of Default, whether or not Landlord shall have collected any liquidated and agreed current damages pursuant to Section 23(f) of this Part II, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord on demand, as and for liquidated and agreed final damages for Tenant's default and in lieu of all liquidated and agreed current damages beyond the date of such demand (it being agreed that it would be impracticable or extremely difficult to fix the actual damages), an amount equal to the sum of (i) the excess, if any, of (A) the aggregate of all Fixed Rent, Additional Rent and other sums which would be payable under this Lease, in each case from the date of such demand (or, if it be earlier, the date to which Tenant shall have satisfied in full its obligations under Section 23(f) of this Part II to pay liquidated and agreed current damages) for what would be the then-unexpired Term of this

Lease in the absence of such expiration, termination, re-entry, repossession or removal, discounted at the rate equal to the then current rate on U S Treasury obligations of comparable maturity to such Term (the "Treasury Rate"), but in no event greater than the non-default rate of interest for the Loan (such lower rate being referred to as the "Discount Rate") over (B) the amount of such rental loss that Tenant proves could be reasonably avoided by commercially reasonable mitigation efforts by Landlord, discounted at the Discount Rate for the same period, plus (ii) any make-whole premium, prepayment premium or other amount due under the Loan as a result of the prepayment or defeasance thereof (including, without limitation, the Prepayment Consideration due under the Note), plus (iii) all reasonable legal fees and other costs and expenses incurred by Landlord and Lender as a result of Tenant's default under this Lease. If any Law shall limit the amount of liquidated final damages to less than the amount above agreed upon, Landlord shall be entitled to the maximum amount allowable under such Law.

Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy at law or in equity, including the right of injunction. Tenant waives any rights of redemption granted by any Laws if Tenant is evicted or dispossessed, for any cause, or if Landlord obtains possession of the Premises by reason of the violation by Tenant of any of the terms of this Lease. Further, without limitation of any other provision of this Lease, if the Premises are located in the State of New York, Tenant, on its own behalf and for its legal representatives, successors and assigns, and on behalf of all persons claiming through or under this Lease, together with creditors of all classes, and all other persons having an interest therein, does hereby waive, surrender and give up all right or privilege which it may or might have by reason of Sections 761 and 763 of the Real Property Actions and Proceedings Law of the State of New York, or by reason of any other present or future Law or decision, to redeem the Premises or have a continuance of this Lease for any part of the Term hereof after having been dispossessed or ejected therefrom by process of law or otherwise.

(h) In addition to the foregoing remedies set forth in this Section 23 and all other remedies available at law or in equity, and regardless of whether or not an Event of Default has occurred under this Lease, if Tenant has failed to perform any of its duties, obligations, covenants or agreements under this Lease, Landlord may give notice to Tenant that it has failed to perform any such duty, obligation, covenant or agreement (herein called a "Notice of Breach") and may thereafter pursue any rights or remedies available to it at law or in equity including, without limitation, filing a suit for damages as a result of such breach or a suit for specific performance of any such duties, obligations, covenants or agreements. Any Notice of Breach delivered under this Section 23(h) or any such rights or remedies pursued by Landlord shall not be deemed to be a notice of default under any provision of this Section 23 and shall not result, with or without the passage of time, in an Event of Default existing under this Lease, provided, that the delivery of any such Notice of Breach shall not limit Landlord's right (which right will not be exercised without the consent of Lender so long as the Premises are subject to a Mortgage which requires Lender's consent for the exercise thereof) to subsequently deliver notice (with respect to the same event or condition which is the subject of such Notice of Breach or any other event or condition) which will declare or, with the passage of time, result in an Event of Default hereunder. Further, after delivery of any such Notice of Breach, but without notice in the event of an emergency, if Tenant fails to cure such breach during the time that Tenant has to cure such breach under Section 23(a) above, Landlord may do whatever is reasonably necessary to cure

such breach as may be appropriate under the circumstances for the account of and at the expense of Tenant. All reasonable sums so paid by Landlord and all reasonable costs and expenses (including attorneys' fees and expenses) so incurred, together with interest thereon at the Lease Default Rate from the date of payment, shall constitute Additional Rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand.

LANDLORD ASSIGNMENT OF WARRANTIES

24 Landlord assigns to Tenant, without recourse or warranty whatsoever, all warranties, guaranties and indemnities, express or implied, and similar rights which Landlord may have against any manufacturer, seller, engineer, contractor or builder with respect to the Premises, including, but not limited to, any rights and remedies existing under contract or pursuant to the Uniform Commercial Code (collectively, the "guaranties"). Such assignment shall remain in effect during the Term. Landlord hereby agrees to execute and deliver at Tenant's expense such further documents, including powers of attorney (which shall contain indemnity agreements from Tenant to Landlord which shall be in form reasonably satisfactory to Landlord), as Tenant may reasonably request in order that Tenant may have the full benefit of the assignment of guaranties effected or intended to be effected by this Article. Upon the occurrence of a termination or the expiration of this Lease, the guaranties shall automatically revert to Landlord.

RENT PAYMENTS

25 If Landlord's interest in this Lease shall pass to another, or if the Fixed Rent or Additional Rent hereunder shall be assigned, or if a party other than Landlord shall become entitled to collect the Fixed Rent or Additional Rent due hereunder, then notice thereof shall be given to Tenant and Guarantor by Landlord in writing, or, if Landlord is an individual and shall have died or become incapacitated, by Landlord's legal representative, accompanied by due proof of the appointment of such legal representative, provided, that if Fixed Rent is then being paid to Lender, then notwithstanding such notice from Landlord, Tenant shall continue to pay Fixed Rent to Lender until it receives contrary notice from Lender. Until such notice and proof shall be received by Tenant, Tenant may continue to pay the rent due hereunder to the one to whom, and in the manner in which, the last preceding installment of rent hereunder was paid, and each such payment shall fully discharge Tenant with respect to such payment.

Tenant shall not be obligated to recognize any agent for the collection of rent or otherwise authorized to act with respect to the Premises until written notice of the appointment and the extent of the authority of such agent shall be given to Tenant by the one appointing such agent.

HOLDOVER

26 If Tenant shall hold over after the expiration date of the Term, or if Tenant shall hold over after the date specified in any termination notice given by Tenant under Section 13(d) or 14(b) of this Part II, then, in either such event, Tenant shall be a month-to-month Tenant on the same terms as herein provided, except that the monthly Fixed Rent will be 1.5 times the

average monthly Fixed Rent payable by Tenant during the Initial Term or, if applicable, during the Extension Period immediately preceding such holdover period

NOTICES

27 Whenever, pursuant to this Lease, notice or demand shall or may be given to either of the parties (including Lender) by the other, and whenever either of the parties shall desire to give to the other any notice or demand with respect to this Lease or the Premises, each such notice or demand shall be in writing, and any Laws to the contrary notwithstanding, shall not be effective for any purpose unless the same shall be given or served as follows by mailing the same to the other party by registered or certified mail, return receipt requested, or by delivery by nationally recognized overnight courier service provided a receipt is required, at its Notice Address set forth in Part I hereof, or at such other address as either party may from time to time designate by notice given to the other. The date of receipt of the notice or demand shall be deemed the date of the service thereof (unless delivery of the notice or demand is refused or rejected, in which case the date of such refusal or rejection shall be deemed the date of service thereof)

INDEMNITY

28. **TENANT SHALL DEFEND LANDLORD AND ANY OF LANDLORD'S OWNERS, PARTNERS, TRUSTEES, BENEFICIAL OWNERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS OR SHAREHOLDERS, TOGETHER WITH THE LENDER, AND ANY OWNER, PARTNER, MEMBER, MANAGER, TRUSTEE, BENEFICIAL OWNER, OFFICER, DIRECTOR, SHAREHOLDER, EMPLOYEE OR AGENT OF THE LENDER OR ANY HOLDER OF A PASS-THROUGH OR SIMILAR CERTIFICATE ISSUED BY THE LENDER (HEREIN, COLLECTIVELY, "INDEMNIFIED PARTIES") WITH RESPECT TO, AND SHALL PAY, PROTECT, INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST, ANY AND ALL LIABILITIES, LOSSES, DAMAGES, PENALTIES, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND EXPENSES), CAUSES OF ACTION, SUITS, CLAIMS, DEMANDS OR JUDGMENTS OF ANY NATURE WHATSOEVER, HOWEVER CAUSED, (A) TO WHICH ANY INDEMNIFIED PARTY IS SUBJECT BECAUSE OF LANDLORD'S OR LENDER'S ESTATE IN THE PREMISES OR (B) ARISING FROM (I) INJURY TO OR DEATH OF ANY PERSON OR PERSONS OR DAMAGE TO OR LOSS OF PROPERTY, REAL OR PERSONAL, IN ANY MANNER ARISING THEREFROM, OCCURRING ON THE PREMISES OR CONNECTED WITH THE USE, NON-USE, CONDITION, OCCUPANCY, DESIGN, CONSTRUCTION, MAINTENANCE, REPAIR OR REBUILDING OF ANY THEREOF, WHETHER OR NOT SUCH INDEMNIFIED PARTY HAS OR SHOULD HAVE KNOWLEDGE OR NOTICE OF THE DEFECT OR CONDITIONS, IF ANY, CAUSING OR CONTRIBUTING TO SAID INJURY, DEATH, LOSS, DAMAGE OR OTHER CLAIM, (II) TENANT'S VIOLATION OF THIS LEASE, (III) ANY ACT OR OMISSION OF TENANT OR ITS AGENTS, CONTRACTORS, LICENSEES, SUBTENANTS OR INVITEES, AND (IV) ANY CONTEST REFERRED TO IN SECTION 31(B) OF THIS PART II; PROVIDED, THAT TENANT SHALL NOT BE REQUIRED TO INDEMNIFY,**

DEFEND OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR ANY SUCH MATTERS ARISING DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNIFIED PARTY; AND PROVIDED, FURTHER, IF THE PREMISES ARE LOCATED IN THE STATE OF MASSACHUSETTS, NEW YORK, ILLINOIS OR CONNECTICUT, NOTHING CONTAINED IN THIS LEASE SHALL BE DEEMED TO EXEMPT THE LANDLORD FROM LIABILITY FOR DAMAGES FOR INJURIES TO PERSON OR PROPERTY CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF THE LANDLORD, ITS AGENTS, SERVANTS OR EMPLOYEES, IN THE OPERATION OR MAINTENANCE OF THE PREMISES. TENANT COVENANTS UPON NOTICE FROM SUCH INDEMNIFIED PARTY TO DEFEND SUCH INDEMNIFIED PARTY IN SUCH ACTION, WITH THE EXPENSES OF SUCH DEFENSE PAID BY TENANT; PROVIDED, THAT IN CONNECTION WITH TENANT'S OBLIGATIONS TO PROVIDE A DEFENSE OF THE INDEMNIFIED PARTIES HEREUNDER, TENANT SHALL BE ENTITLED TO USE THE SAME COUNSEL TO DEFEND SUCH INDEMNIFIED PARTIES SO LONG AS DEFENSE OF MULTIPLE PARTIES IS REASONABLE UNDER THE CIRCUMSTANCES AND SO LONG AS SUCH COMMON DEFENSE DOES NOT LIMIT ANY REASONABLE CLAIMS OR DEFENSES WHICH COULD BE RAISED BY ANY SUCH INDEMNIFIED PARTIES. THE OBLIGATIONS OF TENANT UNDER THIS SECTION 28 OF THIS PART II SHALL SURVIVE ANY TERMINATION OF THIS LEASE. ANY AMOUNTS PAYABLE TO ANY INDEMNIFIED PARTY HEREUNDER BY REASON OF THE APPLICATION OF THIS SECTION 28 SHALL BECOME IMMEDIATELY DUE AND PAYABLE; AND SUCH AMOUNTS SHALL BEAR INTEREST AT THE LEASE DEFAULT RATE FROM THE DATE LOSS OR DAMAGE IS PAID BY SUCH INDEMNIFIED PARTY UNTIL PAID BY TENANT.

LANDLORD AND TENANT INTEND THAT, UNLESS OTHERWISE EXPRESSLY PROVIDED IN THIS LEASE, THE INDEMNITIES AND RELEASES PROVIDED IN THIS LEASE BY TENANT FOR THE BENEFIT OF LANDLORD, LENDER OR ANY OTHER INDEMNIFIED PARTIES (INCLUDING, WITHOUT LIMITATION, THE INDEMNITIES SET FORTH IN THIS SECTION 28 AND IN SECTION 40(e) OF PART II OF THIS LEASE), SHALL APPLY EVEN IF AND WHEN THE SUBJECT MATTER OF THE INDEMNITIES AND RELEASES ARE CAUSED BY OR ARISE OUT OF THE NEGLIGENCE OF LANDLORD, LENDER OR ANY OTHER INDEMNIFIED PARTIES, OR ARISE AS A RESULT OF STRICT LIABILITY OF LANDLORD, LENDER OR ANY OTHER INDEMNIFIED PARTIES, BUT IN NO EVENT SHALL TENANT BE OBLIGATED TO INDEMNIFY LANDLORD, LENDER OR ANY OTHER INDEMNIFIED PARTIES WITH RESPECT TO MATTERS ARISING FROM THEIR GROSS NEGLIGENCE.

TENANT TO COMPLY WITH MATTERS OF RECORD

29 Tenant agrees to perform all obligations of Landlord and pay all costs, expenses and other amounts (including, without limitation, any liquidated damages) which Landlord or Tenant may be required to pay in accordance with, and to comply and cause the Premises to comply in all respects with all of the terms and conditions of, any reciprocal easement agreement

or any other agreement or document of record now affecting the Premises (including, without limitation, those matters described on Exhibit B hereto) or hereafter executed or filed with Tenant's written consent (each, herein referred to as a "Matter of Record", and collectively as the "Matters of Record") during the Term TENANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS LANDLORD AND LENDER AND ALL OTHER INDEMNIFIED PARTIES FROM ANY CLAIM, LOSS OR DAMAGE SUFFERED BY LANDLORD OR LENDER OR SUCH INDEMNIFIED PARTIES BY REASON OF TENANT'S FAILURE TO PERFORM ANY OBLIGATIONS OR PAY ANY COSTS, EXPENSES OR OTHER AMOUNTS (INCLUDING, WITHOUT LIMITATION, LIQUIDATED DAMAGES) AS REQUIRED UNDER ANY MATTERS OF RECORD OR COMPLY AND CAUSE THE PREMISES TO COMPLY WITH THE TERMS AND CONDITIONS OF ANY MATTERS OF RECORD DURING THE TERM

OBLIGATIONS TO MODIFY EASEMENTS

30 Landlord agrees, and its Lender, by accepting an assignment of this Lease, agrees, that if no Event of Default shall have occurred and be continuing, then upon request by Tenant (and only after all documentation required by Landlord to consummate the relevant transaction shall have been provided to Landlord and Lender), (i) to enter into or modify with Tenant, at Tenant's expense, such easements, covenants, waivers, approvals or restrictions for utilities, parking or other matters as Tenant may desire for the operation of the Premises (collectively, "Easements") or (ii) to dedicate or transfer, at Tenant's expense, minor non-essential unimproved portions of the Premises for road, highway or other public purposes to the extent such dedications or transfers are consistent with commercially reasonable development of the Premises (the "Dedications"), provided, that Landlord and Lender shall be obligated to take any such action only if (a) any such Easements or Dedications do not adversely affect the value of the Premises (or do not reduce the fair market value of the Premises by an amount greater than the amount of the consideration being paid to Landlord for such Easements or Dedications) or unreasonably render the use of the Premises dependent upon any other property or unreasonably condition the use of the Premises upon the use of any other property, (b) any such Easements or Dedications do not materially impair Tenant's use or operation of the Premises and is not detrimental in any material respect to the proper conduct of Tenant's business on the Premises, (c) Tenant advises Landlord of the amount of the consideration, if any, being paid for such Easements or Dedications and that Tenant considers the consideration, if any, being paid for such Easements or Dedications to be fair and adequate, and all such consideration is paid to Landlord if such consideration exceeds two percent (2%) of the amount set forth on Exhibit E to this Lease, (d) for so long as this Lease is in effect, Tenant will perform all obligations, if any, of Landlord under the applicable instrument and Tenant will remain obligated under this Lease in accordance with its terms, and (e) Tenant pays all out-of-pocket costs and expenses incurred by Landlord and Lender in connection with said Easements or Dedications including, without limitation, reasonable attorneys' fees, all of which (items (a) - (e) above) Tenant shall certify to Lender and Landlord in writing (in the form of Schedule 3 to this Lease) at the time the request is made for such Easements or Dedications Tenant's request shall also include (i) the authorized undertaking of Tenant and Guarantor, in form and substance reasonably satisfactory to Landlord, to the effect that Tenant and Guarantor will remain obligated hereunder and under the Guarantor's guaranty of this Lease to the same extent as if such Easements or Dedications had

not been made, (ii) confirmation of the lien priority of the Mortgage and such instruments, certificates, surveys, title insurance policy endorsements and opinions of counsel reasonably acceptable to Landlord or its Lender as Landlord or its Lender may reasonably request, (iii) a letter from a qualified appraiser, or (so long as the long-term unsecured debt of Guarantor is rated BBB or better by S&P and Baa2 or better by Moody's) a certificate from an appropriate officer of Tenant, reasonably acceptable to Landlord and Lender addressed to Landlord and its Lender establishing that the requirement of subpart (a) of the first sentence of this Section 30 has been satisfied, and that the Easements or Dedications are not estimated to reduce the fair market value of the Premises by an amount greater than the amount of the consideration being paid to Landlord therefor, and (iv) such other instruments, certificates, title insurance policy endorsements and opinions of counsel as Lender may reasonably request. If the Premises are stated to be a Subdivision Escrow Property on Schedule 5 hereto, then the Premises are subject to further subdivision pursuant to a Subdivision Escrow Agreement which was entered into between Landlord and Borrower at the time of execution of this Lease.

TAXES

31 (a) Subject to the provisions hereof relating to contests, Tenant shall pay and discharge, before any interest or penalties are due thereon, all of the following taxes, charges, assessments, ground rents, levies and other items (collectively, "tax" or "taxes"), even if unforeseen or extraordinary, which are imposed or assessed prior to the Lease Commencement Date or on or subsequent to the Lease Commencement Date during the Term, regardless of whether payment thereof is due prior to, during or after the Term: all taxes of every kind and nature (including, without limitation, real, ad valorem, personal property, and sales and use tax), on or with respect to the Premises (including, without limitation, any taxes assessed against Landlord's reversionary estate in the Premises or against any real property other than the Premises which is included within the tax parcel which includes the Premises), the Fixed Rent and Additional Rent (including, without limitation, ad valorem taxes) payable hereunder, this Lease or the leasehold estate created hereby, all charges and/or assessments for any easement or agreement maintained for the benefit of the Premises, all ground rents on or with respect to the Premises, and all general and special assessments, levies, water and sewer assessments and other utility charges, use charges, impact fees and rents and all other public charges and/or taxes whether of a like or different nature. Landlord shall promptly deliver to Tenant any bill or invoice Landlord receives with respect to any tax, provided, that the Landlord's failure to deliver any such bill or invoice shall not limit Tenant's obligation to pay such tax. Landlord agrees to cooperate with Tenant to enable Tenant to receive tax bills directly from the respective taxing authorities. Notwithstanding anything to the contrary set forth in this Lease, if the Premises are located in the state of Michigan, Tenant shall pay or reimburse any Michigan Single Business Tax levied or assessed on or with respect to, or payable by Landlord or the members, stockholders, partners or other direct or indirect beneficial owners of Landlord, to the extent arising from or in connection with or related to the ownership, leasing or operation of the Premises, provided, however, that Landlord agrees to use reasonable efforts to identify and claim applicable credits and deductions available to reduce such tax liability (however, the Landlord's failure to identify and claim applicable credits and deductions shall not limit Tenant's obligation to pay any such Michigan Single Business Tax). Nothing herein shall obligate Tenant to pay, and the term "taxes" shall exclude (unless the taxes referred to in clauses (i) and (ii) below are in lieu

of or a substitute for any other tax or assessment upon or with respect to any of the Premises which, if such other tax or assessment were in effect on the Lease Commencement Date, would be payable by Tenant hereunder or by Law), federal, state or local (i) franchise, capital stock or similar taxes, if any, of Landlord, (ii) income, excess profits or other taxes, if any, of Landlord, determined on the basis of or measured by Landlord's net income, (iii) any estate, inheritance, succession, gift, capital levy or similar taxes of Landlord, (iv) taxes imposed upon Landlord under Section 59A of the Internal Revenue Code of 1986, as amended, or any similar state, local, foreign or successor provision, (v) any amounts paid by Landlord pursuant to the Federal Insurance Contribution Act (commonly referred to as FICA), the Federal Unemployment Tax Act (commonly referred to as FUTA), or any analogous state unemployment tax act, or any other payroll related taxes, including, but not limited to, any required withholdings relating to wages, (vi) except as otherwise provided in Sections 14(d), 45(d) and 45(f) of this Part II, any taxes in connection with the transfer or other disposition of any interest, other than Tenant's (or any person claiming under Tenant), in the Premises or this Lease, to any person or entity, including, but not limited to, any transfer, capital gains, sales, gross receipts, value added, income, stamp, real property gains or withholding tax, and (vii) any interest, penalties, professional fees or other charges relating to any item listed in clauses (i) through (vi) above, provided, further, that Tenant is not responsible for making any additional payments in excess of amounts which would have otherwise been due, as tax or otherwise, but for a withholding requirement which relates to the particular payment and such withholding is in respect to or in lieu of a tax which Tenant is not obligated to pay, and provided, further, that if at any time during the Term of this Lease, the method of taxation shall be such that there shall be assessed, levied, charged or imposed on Landlord a tax upon the value of the Premises or any present or future improvement or improvements on the Premises, including, without limitation, any tax which uses rents received from Tenant as a means to derive value of the property subject to such tax, then all such levies and taxes or the part thereof so measured or based shall be payable by Tenant, but only to the extent that such levies or taxes would be payable if the Premises were the only property of Landlord, and Tenant shall pay and discharge the same as herein provided. In the event that any assessment against the Premises is payable in installments, Tenant may pay such assessment in installments, and in such event, Tenant shall be liable only for those installments which become due and payable prior to or during the Term, or which are appropriately allocated to the Term even if due and payable after the Term. Tenant shall deliver, or cause to be delivered, to Landlord and Lender, promptly upon Landlord's or Lender's written request, evidence satisfactory to Landlord and Lender that the taxes required to be paid pursuant to this Section 31 have been so paid and are not then delinquent.

(b) After prior written notice to Landlord and Lender, at Tenant's sole cost, Tenant may contest (including seeking an abatement or reduction of) in good faith any taxes agreed to be paid hereunder, provided, that (i) Tenant first shall satisfy any Legal Requirements, including, if required, that the taxes be paid in full before being contested or, if not required to be paid in full, such contest shall suspend the collection of such taxes, (ii) no Event of Default has occurred and is continuing and no Event of Default under this Lease shall occur as a result of such contest, and (iii) failing to pay such taxes will not subject Landlord or Lender to criminal or civil penalties or fines or to prosecution for a crime, or result in the sale, forfeiture, termination, cancellation or loss of any portion of the Premises or any interest therein, any Fixed Rent or any Additional Rent. Tenant agrees that each such contest shall be promptly and diligently

prosecuted to a final conclusion, except that Tenant shall have the right to attempt to settle or compromise such contest through negotiations. Tenant shall pay and shall indemnify, defend and hold Landlord and Lender and all other Indemnified Parties harmless against any and all losses, judgments, decrees and costs (including, without limitation, all reasonable attorneys' fees and expenses) in connection with any such contest and shall promptly, after the final determination of such contest, fully pay and discharge the amounts which shall be levied, assessed, charged or imposed or be determined to be payable therein or in connection therewith, together with all penalties, fines, interest, costs and expenses thereof or in connection therewith, and perform all acts the performance of which shall be ordered or decreed as a result thereof. At Tenant's sole cost, Landlord shall assist Tenant as reasonably necessary with respect to any such contest, including joining in and signing applications or pleadings. Any rebate applicable to any portion of the Term shall belong to Tenant. If at the time of any such contest an Event of Default has occurred and is continuing under this Lease, then Tenant shall post a bond or other security with and acceptable to Landlord and Lender in their discretion in an amount equal to one hundred twenty-five percent (125%) of the amount being contested.

INSURANCE

32 (a) Tenant shall maintain All-Risk insurance for the Building for one hundred percent (100%) of its replacement value. Said All-Risk policy shall include flood coverage if the Premises is located in a Flood Zone A, and shall not exclude earthquake coverage.

(b) Tenant also shall maintain General Liability coverage, including Broad Form Endorsement, on an occurrence basis, in combined policy limits of not less than Five Million and No/100 Dollars (\$5,000,000.00) per occurrence for bodily injury and for property damage with respect to the Premises.

(c) At all times when any construction is in progress, Tenant shall maintain or cause to be maintained by its contractors and subcontractors with such companies reasonably approved by Landlord, builder's risk insurance, completed value form, covering all physical loss, in an amount reasonably satisfactory to Landlord.

(d) Any insurance maintained by Tenant pursuant to this Section 32 shall name Landlord and Lender as additional insured parties and/or as loss payees, as appropriate, as their respective interests may appear.

(e) All proceeds received from such All-Risk and/or builder's risk insurance shall be used in the first instance in accordance with Tenant's obligations under Section 13 hereof and any surplus shall be retained by Tenant.

(f) [Intentionally Omitted]

(g) Tenant may carry such All-Risk and/or General Liability insurance through blanket insurance covering the Premises and other locations of Tenant and/or of Tenant's affiliates, provided that such blanket insurance policy specifically designates the Premises and shall not be reduced by claims as to other property covered by such blanket policy, and Tenant

may maintain the required limits in the form of excess and/or umbrella policies, provided that the other requirements set forth herein have been satisfied

(h) All insurance coverage required to be carried hereunder shall be carried with insurance companies licensed to do business in the state in which the Premises is located and which have a claims paying ability rating of "A" or better by S&P and a rating of "A2" or better by Moody's, and shall require the insured's insurance carrier to notify the Landlord and Lender at least thirty (30) days prior to any cancellation or material modification of such insurance. Notwithstanding the foregoing, Tenant may carry insurance with companies which are affiliated with Tenant (and do not meet the requirements herein) provided such insurance provided by such companies shall not exceed the deductible or self-insurance limitations herein. The insurance policies shall be in amounts sufficient at all times to satisfy any coinsurance requirements thereof. If said insurance or part thereof shall expire, be withdrawn, become void by breach of any condition thereof by Tenant or become void or unsafe by reason of the failure or impairment of the capital of any insurer, Tenant shall immediately obtain new or additional insurance reasonably satisfactory to Landlord and Lender.

(i) During such time as (i) the tangible net worth of Guarantor, as determined in accordance with generally accepted accounting principles consistently applied, shall be not less than the product of (A) One Hundred Million and No/100 Dollars (\$100,000,000.00) times (B) the CPI Factor, and (ii) Guarantor's long-term unsecured debt is rated at least "A-" by S&P and "A3" by Moody's, Tenant may self-insure the coverage referred to in this Section 32, provided that such self-insurance program does not violate any Laws. Tenant shall provide Landlord with annual certificates indicating its decision to self-insure hereunder.

(j) Each insurance policy referred to above shall, to the extent applicable, contain standard non-contributory mortgagee clauses in favor of Lender and shall provide that it may not be canceled except after thirty (30) days prior notice to Landlord and Lender and that any loss otherwise payable thereunder shall be payable notwithstanding (i) any act or omission of Landlord or Tenant which might, absent such provision, result in a forfeiture of all or a part of such insurance payment, (ii) the occupation or use of any of the Premises for purposes more hazardous than permitted by the provisions of such policy, (iii) any foreclosure or other action or proceeding taken by any Lender pursuant to any provision of the Mortgage upon the happening of an event of default therein, or (iv) any change in title or ownership of any of the Premises. Any insurance policy may be written with a deductible of not more than Five Hundred Thousand and No/100 Dollars (\$500,000.00), provided, that unless the long-term unsecured debt of Tenant or Guarantor is rated BBB or better by S&P and Baa2 or better by Moody's, said deductible amounts may not exceed One Hundred Thousand and No/100 Dollars (\$100,000.00).

(k) Tenant shall pay all premiums for the insurance required by this Section 32 as they become due, and shall renew or replace each policy not less than fifteen (15) days prior to the expiration of such policy. Not less than fifteen (15) days after request from Landlord or Lender, Tenant shall deliver to Landlord and Lender a certificate of insurance of the then-existing policies of insurance maintained in accordance with this Lease, which certificate of insurance shall provide assurance that such policies may not be canceled except after at least thirty (30) days prior notice to Landlord and Lender, provided, that Tenant shall not be required to deliver such certificates of insurance if Tenant provides Landlord and Lender access to an

internet website, together with all appropriate pass codes, at which Landlord and Lender may obtain evidence of the then existing policies and such assurance of non-cancellation. In the event of Tenant's failure to comply with any of the foregoing requirements, Landlord shall be entitled to procure such insurance. Any sums so expended by Landlord, together with interest thereon from the date paid at the Lease Default Rate, shall be Additional Rent and shall be repaid by Tenant to Landlord, if accompanied by an invoice or other supporting documentation, immediately upon delivery of written demand therefor by Landlord.

LANDLORD EXCULPATION

33 Anything contained herein to the contrary notwithstanding, any claim based upon liability of Landlord under this Lease shall be enforced only against the Landlord's interest in the Premises and shall not be enforced against the Landlord individually or personally other than with respect to fraud or the misappropriation of insurance or Condemnation proceeds. In no event shall any partner, shareholder, trustee, manager, member, beneficial owner, officer, director or other owner or agent of Landlord have any liability under this Lease.

LANDLORD'S TITLE

34 The Premises are demised and let subject to the Permitted Encumbrances without representation or warranty by Landlord. The recital of the Permitted Encumbrances herein shall not be construed as a revival of any Permitted Encumbrance which has expired.

QUIET ENJOYMENT

35 Landlord warrants and agrees that Tenant, on paying the Fixed Rent, Additional Rent and other charges due hereunder and performing all of Tenant's other obligations pursuant to this Lease, shall and may peaceably and quietly have, hold, and enjoy the Premises for the full Term, free from molestation, eviction, or disturbance by Landlord or by any other person(s) lawfully claiming by, through or under Landlord, subject, however, to the Permitted Encumbrances. Any failure by Landlord to comply with the foregoing warranty shall not give Tenant any right to cancel or terminate this Lease, or to abate, reduce or make deduction from or offset against any Fixed Rent, Additional Rent or other sum payable under this Lease, or to fail to perform or observe any other covenant, agreement or obligation hereunder or to recover any damages against Landlord resulting therefrom (except for any damages resulting solely from Landlord's gross negligence or willful misconduct).

EQUAL EMPLOYMENT OPPORTUNITY

36 Tenant is an equal employment opportunity employer and is a federal contractor. Consequently, the parties agree that they will comply with Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 and the Vocational Rehabilitation Act of 1973, if applicable, and also that these Laws are incorporated herein by this reference.

The parties also agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or any other characteristic protected by federal, state or local Law.

BROKER

37 Landlord and Tenant each represent and warrant that it has had no dealings or conversations with any real estate broker in connection with the negotiation and execution of this Lease. **LANDLORD AND TENANT EACH AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER AGAINST ALL LIABILITIES ARISING FROM ANY CLAIM OF ANY REAL ESTATE BROKERS, INCLUDING COST OF COUNSEL FEES, RESULTING FROM THEIR RESPECTIVE ACTS. IN THE EVENT OF ANY BREACH OF LANDLORD'S REPRESENTATIONS UNDER THIS SECTION 37 OR ANY CLAIM BY TENANT AGAINST LANDLORD FOR ANY INDEMNITY UNDER THIS SECTION 37, TENANT SHALL HAVE NO RIGHT TO ABATE OR DEFER ANY PAYMENT OF ANY FIXED RENT, ADDITIONAL RENT AND/OR OTHER AMOUNTS DUE UNDER THIS LEASE, OR TO EXERCISE ANY RIGHTS OF OFFSET WITH RESPECT THERETO, AND TENANT HEREBY EXPRESSLY WAIVES ANY SUCH RIGHTS THAT MAY EXIST AT LAW, IN EQUITY OR OTHERWISE.**

TRANSFER OF TITLE; INFORMATION REGARDING LANDLORD

38 In the event of any transfer(s) of the title to the Premises, Landlord (and in the case of any subsequent transfer, the then-grantor) automatically shall be relieved from and after the date of such transfer, of all liability with respect to the performance of any obligations on the part of said Landlord contained in this Lease thereafter to be performed, provided that any amount then due and payable to Tenant by Landlord (or the then-grantor), and any other obligation then to be performed by Landlord (or the then-grantor) under this Lease, either shall be paid or performed by Landlord (or the then-grantor) or such payment or performance assumed by the transferee, it being intended hereby that the covenants, conditions and agreements contained in this Lease on the part of Landlord shall, subject to the foregoing, be binding on Landlord, its successors and assigns, only during and with respect to their respective successive period of ownership. Landlord may freely transfer the Premises and this Lease without the consent of Tenant, however, Landlord shall give Tenant notice of the transfer of its interest in the Premises by delivery of a Notice of Transfer in substantially the form attached to this Lease as Exhibit I, provided, that the failure to give such Notice of Transfer shall not be a default by Landlord under this Lease. Until Landlord gives Tenant notice in accordance with the terms of this Lease, or Tenant receives notice, of a transfer of the Premises by Landlord, Tenant may deal with Landlord as if it continued to be the owner of the Premises. If a controlling ownership interest in Landlord is transferred and, in connection therewith, the address for notices to Landlord is changed, Landlord shall give Tenant notice of the transfer of such controlling ownership interest by delivery of a Notice of Transfer in substantially the form attached to this Lease as Exhibit I (provided, that the failure to give such Notice of Transfer shall not be a default by Landlord under this Lease), provided, further, that until Landlord gives, or Tenant receives, notice of such transfer and new address Tenant may correspond with the current owner of a controlling interest in Landlord at the prior address for notices to Landlord. Upon request of either Landlord or Tenant, the other party shall deliver to the party reasonably requesting it a completed Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, any successor form, any similar form required by any other taxing authority that is reasonably requested, in order to allow the requesting party to make a payment under this Lease.

or any related agreement without any deduction or withholding for or on account of any tax, with any such form or document to be accurate and completed in a manner satisfactory to such other party and to be executed and to be delivered with any required certification, provided, that the failure of Landlord to deliver any such form or document shall not be a default by Landlord under this Lease

NO CONTINUOUS OPERATION

39 Anything in this Lease, express or implied, to the contrary notwithstanding, Landlord agrees that Tenant shall be under no duty or obligation, either express or implied, to continuously conduct its business in the Premises at any time during the Term

HAZARDOUS MATERIALS

40 (a) For the purposes hereof, the term "Hazardous Materials" shall include, without limitation, any material, waste or substance which is (i) included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in or pursuant to any Laws, or subject to regulation under any Law, (ii) listed in the United States Department of Transportation Optional Hazardous Materials Table, 49 C F R Section 172.101, as enacted as of the date hereof or as hereafter amended, or in the United States Environmental Protection Agency List of Hazardous Substances and Reportable Quantities, 40 C F R Part 302, as enacted as of the date hereof or as hereafter amended, or (iii) explosive, radioactive, asbestos, a polychlorinated biphenyl, petroleum or a petroleum product or waste oil. The term "Environmental Laws" shall include all Laws pertaining to health, industrial hygiene, Hazardous Materials or the environment, including, but not limited to each of the following, as enacted as of the date hereof or as hereafter amended: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U S C §9601 *et seq*; the Resource Conservation and Recovery Act of 1976, 42 U S C §6901 *et seq*; the Toxic Substance Control Act, 15 U S C §2601 *et seq*; the Water Pollution Control Act (also known as the Clean Water Act), 33 U S C §1251 *et seq*; the Clean Air Act, 42 U S C §7401 *et seq*; and the Hazardous Materials Transportation Act, 49 U S C §5101 *et seq*.

(b) Tenant represents and warrants to Landlord and Lender that, except as disclosed in the environmental reports listed on Exhibit G hereto, (i) neither the Premises, nor any portion thereof, has been used by Tenant or, to the best of Tenant's knowledge, by any prior owner for the generation, manufacture, storage, handling, transfer, treatment, recycling, transportation, processing, production, refinement or disposal (each, a "Regulated Activity") of any Hazardous Materials, and (ii) to the best of Tenant's knowledge, there are no Hazardous Materials present on, in or under the Premises or any portion thereof except to the extent expressly permitted by the terms of this Section 40(b). Tenant covenants it (i) will comply, and will cause the Premises to comply, with all Environmental Laws applicable to the Premises, (ii) will not use, and shall prohibit the use of the Premises for Regulated Activities or for the storage, handling or disposal of Hazardous Materials (other than in connection with the operation and maintenance of the Premises and in commercially reasonable quantities as a consumer thereof, subject to compliance with applicable Laws), (iii) (A) will not install or permit the installation on the Premises of any asbestos or asbestos-containing materials (except in compliance with all applicable Environmental Laws), underground storage tanks or surface

impoundments and shall not permit there to exist any petroleum contamination in violation of applicable Environmental Laws originating on the Premises, and (B) with respect to any petroleum contamination on the Premises which originates from a source off the Premises, Tenant shall notify all responsible third parties and appropriate government agencies (collectively, "Third Parties") and shall prosecute the cleanup of the Premises by such Third Parties, including, without limitation, undertaking legal action, if necessary, to enforce the cleanup obligations of such Third Parties and, to the extent not done so by such Third Parties and to the extent technically feasible and commercially practicable, Tenant shall remediate such petroleum contamination, and (iv) shall cause any alterations of the Premises to be done in a way which complies with applicable Laws relating to exposure of persons working on or visiting the Premises to Hazardous Materials and, in connection with any such alterations, shall remove any Hazardous Materials present upon the Premises which are not in compliance with applicable Environmental Laws or which present a danger to persons working on or visiting the Premises

Notwithstanding any provision of this Lease to the contrary, Landlord agrees that Tenant may sell household and automotive cleaners and other chemicals (including motor oil) in standard retail containers as are commonly sold by supermarkets, discount stores, and/or drugstores. Storage of such chemicals in commercially reasonable quantities for sale by Tenant is also permitted. Additionally, Landlord agrees that Tenant may use household and commercial cleaners and chemicals to maintain the Premises, and additional chemicals necessary to perform on site photoprocessing activities, provided that such use and photoprocessing activities are in compliance with all Environmental Laws. Landlord and Tenant acknowledge that any or all of the cleaners and chemicals described in this paragraph may constitute Hazardous Materials. However, Tenant may sell, use, store and dispose of same as herein set forth, provided, that in doing so Tenant complies with all Laws. For the purposes of subdivisions (c) and (d) of this Article, the term "Hazardous Materials" shall exclude the Hazardous Materials used as permitted in this paragraph.

(c) If, at any time during the Term, Hazardous Materials shall be found in, on or under the Premises, then Tenant shall (at Tenant's sole expense), or shall cause such responsible Third Parties to, promptly commence and diligently prosecute to completion all investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature (collectively, "Remedial Work") to the extent required by Environmental Laws, and in compliance with Environmental Laws, and at Tenant's sole cost, provided, that except as otherwise expressly provided in this subparagraph (c), Landlord shall not be required to accept any institutional control (such as a deed restriction) that restricts the permitted use of the Premises or any real property as a condition to any remedial plan approved by any governmental agency in connection with such Remedial Work. The Remedial Work required of Tenant under this Lease shall be limited to achieving clean-up standards applicable to commercial use of the Premises as provided herein ("Commercial Closure"), if allowed under applicable Environmental Laws and if approved by the applicable governmental authority with jurisdiction over the Premises, Hazardous Materials and Remedial Work, provided, that the Hazardous Materials left in place would not reasonably be expected to cause or threaten to cause current or future migration of such Hazardous Materials from the environmental media in which such Hazardous Materials are present to other environmental media or to other properties in excess of applicable regulatory standards permitted under applicable Legal Requirements, and

provided, further, that nothing contained in this Section 40(c) shall be deemed to limit the obligations of the Tenant under any other provision of this Section 40 including, without limitation, the indemnification obligations of the Tenant under Section 40(e) of this Part II. In the event an institutional control (such as a deed restriction, environmental land use restriction, or activity and use limitation) that restricts the permitted use of or activities on the Premises (hereinafter a "Restriction") is required in order to achieve Commercial Closure, prior to submitting any proposed plan for Remedial Work to a governmental authority which proposes such a Restriction or performing or implementing such Remedial Work or actually recording any Restriction in the relevant real property records, Tenant shall submit such Restriction to Landlord for review and approval. Landlord shall not unreasonably withhold or delay its approval of any such Restrictions (i) so long as the condition set forth in subpart (iii) of this sentence is satisfied, which require that the Premises not be used for residential purposes, for a day care facility, or for agricultural purposes, (ii) so long as the condition set forth in subpart (iii) of this sentence is satisfied and the Premises are adequately served by a municipal water supply, which prohibit the use of the ground water underlying the Premises, or (iii) so long as such Restrictions would not reasonably be likely to result in a material decrease in the fair market value of the Premises based upon the use of the Premises as commercial property, would not reasonably be likely to materially affect the marketability of the Premises or the ability to obtain financing secured by the Premises based upon the use of the Premises as commercial property, and would not reasonably be likely to create ongoing monitoring or reporting obligations with respect to the Premises.

(d) To the extent that Tenant has knowledge thereof, Tenant shall promptly provide notice to Landlord and Lender of any of the following matters which are not specified in the Environmental Reports described on Exhibit G hereto:

(i) any proceeding or investigation commenced or threatened by any governmental authority with respect to the presence of any Hazardous Material affecting the Premises,

(ii) any proceeding or investigation commenced or threatened by any governmental authority, against Tenant or Landlord, with respect to the presence, suspected presence, release or threatened release of Hazardous Materials from any property owned by Landlord,

(iii) all written notices of any pending or threatened investigation or claims made or any lawsuit or other legal action or proceeding brought by any person against (A) Tenant or Landlord or the Premises, or (B) any other party occupying the Premises or any portion thereof, in any such case relating to any loss or injury allegedly resulting from any Hazardous Material or relating to any violation or alleged violation of Environmental Laws,

(iv) the discovery of any occurrence or condition on the Premises, of which Tenant becomes aware and which is not corrected within ten (10) days, or written notice received by Tenant of an occurrence or condition on any real property adjoining or in the vicinity of the Premises, which reasonably could be expected to lead to the Premises or any portion thereof being in violation of any Environmental Laws or

subject to any restriction on ownership, occupancy, transferability or use under any Environmental Laws or which might subject Landlord or Lender to any Environmental Claim "Environmental Claim" means any claim, action, investigation or written notice by any person alleging potential liability (including, without limitation, potential liability for investigatory costs, cleanup costs, governmental response costs, natural resource damages, property damages, personal injuries or penalties) arising out of, based on or resulting from (A) the presence, or release into the environment, of any Hazardous Materials at or from the Premises, or (B) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law, and

(v) the commencement and completion of any Remedial Work

(e) **TENANT SHALL BE SOLELY RESPONSIBLE FOR AND SHALL DEFEND, REIMBURSE, INDEMNIFY AND HOLD EACH INDEMNIFIED PARTY HARMLESS FROM AND AGAINST ALL DEMANDS, CLAIMS, ACTIONS, CAUSES OF ACTION, ASSESSMENTS, LOSSES, DAMAGES, LIABILITIES (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITIES), INVESTIGATIONS, WRITTEN NOTICES, COSTS AND EXPENSES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DIMINUTION IN PROPERTY VALUE AND REASONABLE EXPENSES OF INVESTIGATION BY ENGINEERS, ENVIRONMENTAL CONSULTANTS AND SIMILAR TECHNICAL PERSONNEL AND REASONABLE FEES AND DISBURSEMENTS OF COUNSEL), ARISING OUT OF, IN RESPECT OF OR IN CONNECTION WITH (I) TENANT'S BREACH OF ITS REPRESENTATIONS, WARRANTIES, COVENANTS OR OBLIGATIONS IN THIS LEASE, (II) THE OCCURRENCE OF ANY REGULATED ACTIVITY AT, ON OR UNDER THE PREMISES AT ANY TIME DURING OR PRIOR TO THE TERM OF THIS LEASE, (III) ANY ENVIRONMENTAL CLAIM WITH RESPECT TO THE PREMISES AGAINST ANY INDEMNIFIED PARTY OR ANY PERSON WHOSE LIABILITY FOR SUCH ENVIRONMENTAL CLAIM LANDLORD OR TENANT HAS OR MAY HAVE ASSUMED OR RETAINED EITHER CONTRACTUALLY OR BY OPERATION OF LAW (PROVIDED, THAT, EXCEPT FOR LIABILITIES OF LANDLORD ASSUMED OR RETAINED BY OPERATION OF LAW, WITHOUT THE CONSENT OF TENANT NO ENVIRONMENTAL LIABILITY CONTRACTUALLY ASSUMED OR CONTRACTUALLY RETAINED BY LANDLORD SHALL INCREASE THE LIABILITY OF TENANT UNDER THIS SECTION 40(e) IN EXCESS OF THAT LIABILITY OF TENANT OTHERWISE EXPRESSLY PROVIDED HEREUNDER), (IV) THE RELEASE, THREATENED RELEASE OR PRESENCE OF ANY HAZARDOUS MATERIALS AT, ON, UNDER OR FROM THE PREMISES, REGARDLESS OF HOW DISCOVERED BY TENANT, LANDLORD OR ANY THIRD-PARTY, EXCEPT TO THE EXTENT THAT TENANT CAN DEMONSTRATE THAT SUCH RELEASE, THREATENED RELEASE OR PRESENCE OCCURRED SOLELY SUBSEQUENT TO THE TERM OF THIS LEASE (PROVIDED, THAT, IF AT THE END OF THE TERM OF THIS LEASE, TENANT SHALL PROVIDE TO LANDLORD AN ENVIRONMENTAL ASSESSMENT OF THE PREMISES DATED NOT EARLIER THAN THE LAST DAY OF THE TERM OF THIS LEASE AND PREPARED BY A CONSULTANT REASONABLY ACCEPTABLE TO LANDLORD AND LENDER WHICH CONCLUDES THAT NO RECOGNIZED**

ENVIRONMENTAL CONDITIONS EXIST ON THE PREMISES AND, WITH RESPECT TO ANY PREVIOUSLY IDENTIFIED RECOGNIZED ENVIRONMENTAL CONDITIONS, WHICH EVIDENCES APPROPRIATE INVESTIGATION AND, IF NECESSARY, REMEDIATION OF ALL SUCH ENVIRONMENTAL CONDITIONS, THEN THIS SUBPART (IV) SHALL BE DEEMED TO READ AS FOLLOWS: "THE RELEASE, THREATENED RELEASE OR PRESENCE OF ANY HAZARDOUS MATERIALS AT, ON, UNDER OR FROM THE PREMISES AT ANY TIME DURING OR PRIOR TO THE TERM OF THIS LEASE REGARDLESS OF HOW DISCOVERED BY TENANT, LANDLORD OR ANY THIRD-PARTY", (V) ANY REMEDIAL WORK REQUIRED TO BE PERFORMED PURSUANT TO ANY ENVIRONMENTAL LAW OR THE TERMS HEREOF WITH RESPECT TO MATTERS ARISING OR OCCURRING PRIOR TO OR DURING THE TERM, OR (VI) ANY MATTERS ARISING UNDER OR RELATING TO ANY ENVIRONMENTAL LAW AND RELATING TO THE TENANT OR THE PREMISES.

(f) Upon Landlord's request, at any time after the occurrence and during the continuation of an Event of Default hereunder or at such other time as Landlord has reasonable grounds to believe that Hazardous Materials (except to the extent those substances are permitted to be used by Tenant under Section 40(b) of this Part II in the ordinary course of its business and in compliance with all Environmental Laws) are or have been released, stored or disposed of on or around the Premises or that the Premises may be in violation of the Environmental Laws, Tenant shall provide, at Tenant's sole cost and expense, an inspection or audit of the Premises prepared by a hydrogeologist or environmental engineer or other appropriate consultant approved by Landlord and Lender indicating the presence or absence of the reasonably suspected Hazardous Materials on the Premises or an inspection or audit of the Premises prepared by an engineering or consulting firm approved by Landlord and Lender indicating the presence or absence of friable asbestos or substances containing asbestos on the Premises. If Tenant fails to provide such inspection or audit within thirty (30) days after such request, Landlord may order the same, and Tenant hereby grants to Landlord and Lender and their respective employees, contractors and agents access to the Premises upon reasonable notice and a license to undertake such inspection or audit. The cost of such inspection or audit, together with interest thereon at the Lease Default Rate from the date Tenant is provided with written confirmation of costs incurred by Landlord until actually paid by Tenant, shall be immediately paid by Tenant on demand.

(g) Without limiting the foregoing, where recommended by the Environmental Reports listed on Exhibit G hereto and/or any other "Phase I" or "Phase II" assessment and where the particular conditions on the Premises which formed the basis for such recommendation still exist, Tenant shall establish and comply with an operations and maintenance program relative to the Premises, in form and substance acceptable to Landlord and Lender, prepared by an environmental consultant reasonably acceptable to Landlord and Lender, which program shall address any Hazardous Materials (including, without limitation, asbestos-containing material or lead based paint) that may now or in the future be detected on the Premises. Without limiting the generality of the preceding sentence, Landlord may require (i) periodic notices or reports to Landlord and Lender in form, substance and at such intervals as Landlord may specify to address matters raised in the Environmental Reports and/or a "Phase I"

or "Phase II" assessment, (ii) an amendment to such operations and maintenance program to address changing circumstances, laws or other matters, (iii) at Tenant's sole cost and expense, supplemental examination of the Premises by consultants reasonably acceptable to Landlord and Lender to address matters raised in the Environmental Reports listed on Exhibit G hereto and/or a "Phase I" or "Phase II" assessment, (iv) access to the Premises upon reasonable notice, by Landlord or Lender, and their respective agents or servicer, to review and assess the environmental condition of the Premises and Tenant's compliance with any operations and maintenance program, and (v) variation of the operation and maintenance program in response to the reports provided by any such consultants

(h) [Intentionally Omitted]

(i) If the Premises are located in the State of Connecticut, there is attached hereto as Exhibit H a paragraph entitled "Connecticut Transfer Act", and all of the provisions, terms and conditions of said paragraph are incorporated herein and made a part hereof. If the Premises are located in the State of New Jersey, there is attached hereto as Exhibit H a paragraph entitled "ISRA Compliance", and all of the provisions, terms and conditions of said paragraph are incorporated herein and made a part hereof.

(j) The indemnity obligations of the Tenant and the rights and remedies of the Landlord under this Section 40 shall survive the expiration or termination of this Lease.

WAIVER OF LANDLORD'S LIEN

41 Landlord hereby waives any right to distrain trade fixtures, inventory and other personal property of Tenant and any landlord's lien or similar lien upon trade fixtures, inventory and any other personal property of Tenant regardless of whether such lien is created or otherwise. At the request of Tenant, Landlord shall execute a waiver of any landlord's or similar lien for the benefit of any holder of a security interest in or lessor of any of trade fixtures, inventory or any other personal property of Tenant. Landlord agrees to acknowledge (in a written form reasonably satisfactory to Tenant) to such persons and entities at such times and for such purposes as Tenant may reasonably request that trade fixtures owned by Tenant are Tenant's property and not part of the Building (regardless of whether or to what extent trade fixtures and/or other personal property are affixed to the Building) or otherwise subject to the terms of this Lease.

ESTOPPEL CERTIFICATE

42 Landlord and Tenant agree to deliver to each other, from time to time as reasonably requested in writing, and within a reasonable period of time after receipt of such request, an estoppel certificate, addressed to such persons as the requesting party may reasonably request, certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications), the dates to which any Fixed Rent due hereunder has been paid in advance, if any, and that to the knowledge of the signer of such certificate, no default hereunder by either Landlord or Tenant exists hereunder (or specifying each such default to which this signer may have knowledge), together with such other information as Landlord or Tenant may reasonably require with respect to the status of this Lease and Tenant's use and occupancy of the Premises.

NOTICE OF LEASE

43 Upon the request of either party hereto, Landlord and Tenant agree to execute a short form Notice of Lease or Memorandum of Lease in recordable form, setting forth information regarding this Lease, including, without limitation, if available, the dates of commencement and expiration of the Term. All taxes, fees, costs and expenses of recording such Notice of Lease or Memorandum of Lease shall be paid by Tenant unless otherwise agreed in writing by Landlord.

MISCELLANEOUS

44 (a) This Lease shall be governed and construed in accordance with the Laws of the state in which the Premises is located.

(b) The headings of the Sections of Part I and Part II, are for convenient reference only, and are not to be construed as part of this Lease.

(c) The language of this Lease shall be construed according to its plain meaning, and not strictly for or against Landlord or Tenant, and the construction of this Lease and of any of its provisions shall be unaffected by any argument or claim that this Lease has been prepared, wholly or in substantial part, by or on behalf of Tenant or Landlord.

(d) Landlord and Tenant each warrant and represent to the other, that each has full right to enter into this Lease and that there are no impediments, contractual or otherwise, to full performance hereunder.

(e) This Lease shall be binding upon the parties hereto and shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Landlord and the successors and assigns of Tenant.

(f) In the event of any suit, action, or other proceeding at law or in equity, by either party hereto against the other, by reason of any matter arising out of this Lease, the prevailing party shall recover, not only its legal costs, but also reasonable attorneys' fees (to be fixed by the Court) for the maintenance or defense of said suit, action or other proceeding, as the case may be.

(g) A waiver by either party of any breach(es) by the other of any one or more of the covenants, agreements, or conditions of this Lease, shall not bar the enforcement of any rights or remedies for any subsequent breach of any of the same or other covenants, agreements, or conditions.

(h) This Lease and the referenced schedules and exhibits set forth the entire agreement between the parties hereto and may not be amended, changed or terminated orally or by any agreement unless such agreement shall be in writing and signed by Tenant and Landlord and approved in writing by the Lender. Landlord and Tenant further agree that this Lease shall not be amended and no amendment shall be effective unless (i) all guarantors of the Tenant's obligations under this Lease (including, without limitation, CVS Corporation), remain liable for

all of the Tenant's obligations under this Lease notwithstanding such amendment, and (ii) Landlord and Tenant receive written confirmation from each nationally recognized statistical rating organization (including, without limitation, S&P and Moody's, if applicable) which has issued a rating of any securities issued by the Lender or the Landlord which is secured by the Premises that such amendment will not result in a downgrade, withdrawal or qualification of the rating then assigned to such securities

(i) If any provision of this Lease or the application thereof to any persons or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by Law

(j) The submission of this Lease for examination does not constitute a reservation of or agreement to lease the Premises, and this Lease shall become effective and binding only upon proper execution and unconditional delivery thereof by Landlord and Tenant

(k) When the context in which words are used in this Lease indicates that such is the intent, words in the singular number shall include the plural and vice versa, and words in the masculine gender shall include the feminine and neuter genders and vice versa. Further, references to "person" or "persons" in this Lease shall mean and include any natural person and any corporation, partnership, joint venture, limited liability company, trust or other entity whatsoever

(l) All references to "business days" contained herein are references to normal working business days, i.e., Monday through Friday of each calendar week, exclusive of federal and national bank holidays

(m) Time is of the essence in the payment and performance of the obligations of Tenant under this Lease

(n) In the event that the Landlord hereunder consists of more than one (1) person, then all obligations of the Landlord hereunder shall be joint and several obligations of all persons named as Landlord herein. If any such person directly or indirectly transfers its interest in the Premises, whether by conveyance of its interest in the Premises, merger or consolidation or by the transfer of the ownership interest in such Person, such transferee and its successors and assigns shall be bound by this subparagraph (n). All persons named as Landlord herein shall collectively designate a single person (the "Designated Person") to be the person entitled to give notices, waivers and consents hereunder. If Landlord consists of only one person, such person shall be the Designated Person. Landlord agrees that Tenant may rely on a waiver, consent or notice given by such Designated Person as binding on all other persons named as Landlord herein, provided, that any amendment, change or termination of this Lease which is permitted under Section 44(h) of this Part II must be signed by all persons named as Landlord. The Designated Person shall be the only person entitled to give notices hereunder by the Landlord, and Tenant may disregard all communications from any other person named as Landlord herein, except as provided in the immediately following sentence. The identity of the Designated Person

may be changed from time to time by ten (10) business days' advance written notice to the Tenant signed by either the Designated Person or by all persons named as Landlord herein

CONSTRUCTION

45 (a) The parties acknowledge that the construction of the Building may not yet have been completed and Substantial Completion may not yet have occurred. Tenant has concurrently agreed, and hereby covenants and agrees, to complete construction of the Building for and on behalf of Landlord. Tenant agrees to diligently pursue completion of the Building and to cause completion of the Building in accordance with the terms of this Section 45. Tenant shall cause Substantial Completion of the Building to occur on or before the Substantial Completion Date. Tenant's failure to cause Substantial Completion to occur shall not affect Tenant's obligation to pay Fixed Rent, Additional Rent and other sums due under this Lease. Tenant agrees that all work with respect to the Premises which Tenant shall be required or permitted to do under this Section 45 (the "Completion Work") shall be performed in each case subject to the following

(i) All Completion Work shall be commenced only after all required municipal and other governmental permits, authorizations and approvals shall have been obtained by Tenant or others on Tenant's behalf, at Tenant's sole cost and expense. Landlord will, on Tenant's written request, promptly execute any documents necessary to be signed by Landlord to obtain any such permits, authorizations and approvals, provided that Tenant shall bear any liability and reasonable out-of-pocket expense of Landlord in connection therewith.

(ii) The Building and all other improvements to be included within the Premises shall be constructed on the land described on Exhibit A hereto in accordance with the site plan described on Schedule 4 to this Lease, subject to such revisions as may have been or may be made to such site plan from time to time, provided, that no revision (i) has modified or will modify the basic configuration or layout of improvements on the Premises, (ii) has adversely affected or will adversely affect vehicular or pedestrian access to or from the Premises, or (iii) has caused or will cause the Premises to be in non-compliance with any Matters of Record affecting the Premises as shown on Exhibit B to this Lease, and, provided further, that (x) no revision that has been made has violated applicable zoning Laws or regulations and (y) no revision that will be made will violate applicable zoning Laws or regulations. All Completion Work shall be performed in a good and workmanlike manner and in accordance with all Laws and Legal Requirements, as well as all plans and specifications therefor and as shown by the site plan described on Schedule 4 to this Lease, which shall result in construction of a modern store in accordance with current standards of stores for CVS Corporation in the United States, and otherwise substantially as contemplated by the appraisal of the Premises delivered to the Lender in connection with the Loan made to Landlord on or about the Lease Commencement Date. All Completion Work shall be commenced and completed promptly, but in any event not later than sixty (60) days prior to the Substantial Completion Date.

(iii) The cost of all Completion Work shall be paid promptly by Tenant so that the Premises and Tenant's leasehold estate therein shall at all times be free from (A) liens for labor or materials supplied or claimed to have been supplied to the Premises or Tenant, and (B) chattel mortgages, conditional sales contracts, title retention agreements, security interests and agreements, and financing agreements and statements and all other liens arising out of the Completion Work

(iv) Upon completion of any Completion Work, Tenant, at Tenant's expense, shall obtain certificates of final approval of such Completion Work required by any governmental or quasi-governmental authority (including, without limitation, a permanent certificate of occupancy, if applicable) and shall furnish Landlord and Lender with copies thereof, together with an ALTA "as built" survey of the Premises

(v) Any Completion Work shall be subject to inspection at any time and from time to time by any of Landlord and, as required by the Mortgage, Lender, and their respective architect(s), or their duly authorized representatives, and if any such party upon any such inspection shall be of the reasonable opinion that the Completion Work is not being performed in accordance with the provisions of this Section 45 (including, without limitation, construction in accordance with the plans and specifications and the site plan described on Schedule 4 hereto), or that any of the materials or workmanship are unsound or improper, Tenant shall correct any such failure and shall replace any unsound or improper materials or workmanship. The reasonable costs and expenses of any such inspections shall be paid on demand by Tenant.

(vi) Except as may be expressly provided to the contrary hereunder with respect to Tenant's trade fixtures, the Building and all Completion Work installed in or upon the Premises at any time during the Term shall immediately become the property of Landlord and shall remain upon and be surrendered with the Premises

(vii) Landlord and Tenant acknowledge that on the Lease Commencement Date an amount equal to the Completion Reserve Amount (if any) has been deposited with Lender to be disbursed by Lender pursuant to the terms of Section 33 of the Mortgage executed by Landlord on or about the Lease Commencement Date. All draw requests, if any, submitted by Tenant under Section 33 of the Mortgage shall be certified and submitted in the form attached to the Mortgage to both Landlord and Lender, and all funds advanced to Tenant, if any, from the Completion Reserve Amount pursuant to Section 33 of the Mortgage (other than funds advanced pursuant to the final draw), shall be used solely for payment of the costs of the Completion Work at the Premises. Tenant shall pay all costs of the Completion Work regardless of whether or not sufficient funds are included in the Completion Reserve Amount to pay for such Completion Work.

(b) If Substantial Completion does not occur on or before the Substantial Completion Date, Landlord may, by written notice to Tenant (the "Section 45(b) Notice"), require Tenant to, and thereafter Tenant shall, make the irrevocable offer set out in either subparagraph (i) or subparagraph (ii) of this Section 45(b) on a date not later than twenty (20) days after the date of the Section 45(b) Notice.

(i) Tenant shall make an irrevocable written Rejectable Offer to purchase Landlord's interest in the Premises on the Failure of Completion Termination Date for a price equal to the Failure of Completion Price, or

(ii) Tenant shall make an irrevocable written offer ("Exchange Offer") to convey to Landlord, in exchange for Landlord's interest in the Premises, a Substitute Premises, and lease such Substitute Premises from Landlord on the same terms and conditions as specified under this Lease

(c) Tenant shall have the right to elect which of the obligations set out in subparagraphs (i) or (ii) of Section 45(b) of this Part II it will satisfy, provided, however, that Tenant must notify Landlord of such election in writing not later than twenty (20) days after the date of the Section 45(b) Notice. If Tenant fails to timely notify Landlord of its election, Tenant will be deemed to have irrevocably elected to satisfy the obligations in subparagraph 45(b)(i) of this Part II

(d) If Tenant makes or is deemed to have made a Rejectable Offer under subparagraph 45(b)(i), Landlord shall within twenty (20) days after the date Landlord receives the Rejectable Offer deliver written notice of its election either to accept or reject Tenant's Rejectable Offer (with a failure to respond constituting a deemed acceptance of such Rejectable Offer). In the event of an acceptance or deemed acceptance of a Rejectable Offer, on the applicable Failure of Completion Termination Date, the Landlord shall, subject to Tenant's compliance with its obligations under the subsequent provisions of this paragraph, convey or cause to be conveyed title to the Premises to Tenant, the state of which shall be free and clear of any encumbrance, except for the Permitted Encumbrances and liens and encumbrances created by, through, under or with the consent of Tenant (and Tenant or its designee shall accept such title, subject, however, to the condition of the Premises on the date of purchase), and all applicable Laws and Legal Requirements, but free of the lien of the Mortgage held by Lender. Upon the Failure of Completion Termination Date, Tenant shall, by wire transfer of immediately available funds, pay into the same account or to the same address as then designated for the payment of Fixed Rent, the Failure of Completion Price, together with all Fixed Rent, Additional Rent, and other sums then due and payable hereunder to and including such date of purchase (plus all such Fixed Rent, Additional Rent and other sums which have accrued but are not yet otherwise due and payable by the terms of this Lease), and there shall be delivered to Tenant a special warranty deed (or local equivalent, which shall be a covenant deed if the Premises are located in Michigan) in order to convey the interests of Landlord in the Premises and any other instruments necessary to convey the title thereto described above and to assign any other property then required to be assigned by Landlord pursuant hereto including, without limitation, any remaining portion of the Completion Reserve Amount (and interest actually earned thereon, if any) then held by Lender. Tenant shall pay all charges incident to such conveyance and assignment (regardless of whether such charges are incurred by Landlord, Tenant or Lender), including, without limitation, counsel fees, escrow fees, recording fees, title insurance premiums, transfer taxes and all other applicable taxes (other than any income or franchise taxes of Landlord) which may be imposed by reason of such conveyance and assignment and the delivery of said deed of conveyance and other instruments. Upon the completion of any purchase of the entire Premises but not prior thereto (whether or not any delay or failure in the completion of

such purchase shall be the fault of Landlord), this Lease shall terminate, except with respect to obligations and liabilities of Tenant hereunder, actual or contingent, which have arisen on or prior to such completion of purchase, and except for the provisions of Sections 28 and 40 of Part II hereof (and any other provisions of this Lease which expressly survive its termination), all of which shall survive such termination of this Lease. Prior to the completion of such purchase, this Lease shall continue in full force and effect, and Tenant shall continue to be obligated for Fixed Rent, Additional Rent and all other sums then due and payable hereunder, without setoff, counterclaim, recoupment, abatement, suspension, reduction or defense, except as specifically set forth herein.

(e) If the Landlord rejects a Rejectable Offer under Section 45(b)(i) by a written notice given to the Tenant within the time period set forth above, then this Lease shall terminate on the Failure of Completion Termination Date (except with respect to indemnifications, obligations and liabilities of Tenant hereunder, actual or contingent, which have arisen on or prior to such termination, and except for the provisions of Sections 28 and 40 of this Part II (and any other provisions of this Lease which expressly survive its termination), all of which shall survive such termination of this Lease), and Tenant shall pay to the Landlord an amount equal to all Fixed Rent accrued as of such Failure of Completion Termination Date and all Additional Rent and all other amounts then due and payable (or which have accrued but are not yet due and payable) by the Tenant under this Lease, and the remaining portion, if any, of the Completion Reserve Amount which has not been disbursed pursuant to Section 33 of the Mortgage shall be paid to or for the benefit of the Landlord. No rejection of a Rejectable Offer under Section 45(b)(i) shall be effective unless Lender shall have consented thereto in writing. In addition, Lender may accept Tenant's Rejectable Offer under Section 45(b)(i) by written notice to Tenant delivered in accordance herewith and within the time periods provided herein (notwithstanding any notice by Landlord to the contrary) and, in such event, Tenant's Rejectable Offer shall be deemed accepted for all purposes hereof.

(f) If Tenant makes an Exchange Offer as provided above, Tenant shall provide Landlord and Lender or cause Landlord and Lender to be provided with such information ("Landlord's Due Diligence Information") relating to title, environmental issues, zoning matters, real estate taxes, insurance, and existing legal violations relating to the Substitute Premises, as Landlord and Lender shall reasonably require, which information shall include, without limitation, a binding commitment or a pro forma policy from Chicago Title Insurance Company (or another national title insurance company reasonably acceptable to Landlord and Lender), in either case obligating such title insurance company to issue an Owner's and a Lender's ALTA (or, if the Substitute Premises is located in Texas, the standard form of title insurance policy issued in Texas) title policy (naming Landlord and Lender as the insured) in respect to the Substitute Premises containing such endorsements and affirmative coverages generally similar to (but no less comprehensive than) those contained in the policy for the original Premises, an as built survey with a surveyor's certification containing the level of detail required by the ALTA/ASCM 1999 standards and otherwise in the form attached as Exhibit C to this Lease, an insurance certificate for the Substitute Premises meeting the requirements contained in the Mortgage, a Phase I environmental assessment (not more than ninety (90) days old at the date of substitution) conducted by a qualified environmental professional or firm (reasonably satisfactory to Landlord and Lender) indicating that there are no existing violations

of Environmental Laws with respect to the Substitute Premises, an engineering report on the Substitute Premises, an appraisal of the Substitute Premises (by an appraiser satisfactory to Landlord and Lender) reflecting a fair market value not less than the fair market value of the proposed original Premises (as completed), an opinion regarding due authorization, execution and enforceability, and other issues which cover the same matters as shall have been included in the opinions provided to Lender and Landlord in connection with the closing of the Loan and purchase of the Premises, a tenant estoppel certificate and subordination, non-disturbance and attornment agreement in the same form as entered into in connection with this Lease, a guaranty or reaffirmation of the amendment or new lease by Guarantor under which Guarantor shall unconditionally agree to pay and perform the obligations of Tenant under such amendments or new lease on the same terms as Guarantor has guaranteed Tenant's obligations under this Lease, and a permanent certificate of occupancy relating to the Substitute Premises. All of the Landlord's Due Diligence Information shall be provided to Lender and Landlord within twenty (20) business days after the giving of the Exchange Offer Notice to Landlord. The preparation and obtaining of the Landlord's Due Diligence Information shall be at Tenant's sole cost and expense and Tenant shall be responsible for paying all reasonable costs of Lender's and Landlord's counsel, Lender's servicing agent, environmental engineer and appraiser, and all other reasonable costs incurred by Landlord and Lender in connection with evaluating the Exchange Offer. Within twenty (20) business days after Landlord and Lender receive all Landlord's Due Diligence Information, Landlord shall deliver to Tenant a written notice of its election either to accept or reject such Exchange Offer (with a failure to respond constituting a deemed rejection of such Exchange Offer). No acceptance of an Exchange Offer shall be effective unless (i) Lender shall have consented in writing to such Exchange Offer and related modifications to the Note, Mortgage and other Loan documents and this Lease, and (ii) in the event that any certificates or securities issued with respect to the Loan shall have been rated by S&P, Moody's or any other rating agency, then such rating agencies shall have confirmed in writing that the substitution of the Substitute Premises for the Premises will not result in the downgrade, withdrawal or qualification of the rating of the certificates or securities evidencing such indebtedness, and all costs of obtaining such confirmation shall be paid by Tenant. In the event of an acceptance of such Exchange Offer, such acceptance shall be deemed conditional upon the satisfaction of the following conditions within thirty (30) days from the date of Landlord's acceptance of such Exchange Offer: (i) Landlord shall convey or cause to be conveyed title to the Premises to Tenant, and Tenant shall convey or cause to be conveyed title to the Substitute Premises to Landlord, (ii) Landlord and Lender shall enter into a modification of the Mortgage and such other of the Loan Documents as shall be necessary in order to (A) release the Premises from the lien of the Mortgage and from being encumbered by any of the other loan documents, (B) spread the lien of the Mortgage and any of the other applicable loan documents so as to encumber the Substitute Premises as a first lien, and (C) cause all of the applicable provisions in the loan documents to cease to relate to the Premises (*e.g.*, by partial release of any Mortgage), but instead to relate to the Substitute Premises, as if this Lease shall have demised the Substitute Premises at the time the Loan contemplated by the Mortgage and other loan documents was closed, *mutatis mutandis*, and (iii) in the event that the debt to Lender shall have been deposited with a trust, which trust shall have sold certificates to investors evidencing an ownership interest in the trust assets, or securities collateralized by the debt shall have been sold to investors, S&P (and/or any other rating agency then rating such certificates or securities) shall have confirmed in writing that the substitution of the Substitute Premises for the Premises will

not result in a downgrade, withdrawal or qualification of the rating then assigned to such certificates or securities. Upon the completion of the conveyance of the Substitute Premises to the Landlord, this Lease shall be modified (in a manner satisfactory to Lender and Landlord) to reflect the substitution of the Substitute Premises for the Premises and in such other respects as may be necessary as a result of the exchange of the Premises for the Substitute Premises, but in all other respects this Lease shall remain in full force and effect, and the parties shall enter into and record a new Notice or Memorandum of Lease similar to the one executed in connection with the execution of this Lease. Upon conveyance of the Substitute Premises to Landlord, Landlord shall requisition the proceeds of the Loan from the Lender which shall have not theretofore been disbursed, and upon approval of such disbursement request, Lender shall remit or cause to be remitted said proceeds to Tenant. The state of title of the Premises conveyed to Tenant shall be the same as provided above with respect to an acceptance of a Rejectable Offer, and the costs and fees with respect to the conveyance of the Premises to the Tenant shall be borne in the same manner as provided therein. The title to the Substitute Premises shall be free of liens and encumbrances except for those which are specifically accepted by Landlord and Lender, and the costs and fees with respect to the conveyance of such Substitute Premises to the Landlord (including, without limitation, counsel fees, escrow fees, recording fees, title insurance premiums, transfer taxes and all other applicable taxes (other than any income or franchise taxes of Landlord)) shall be borne in the same manner as provided above with respect to the conveyance of the Premises to the Tenant upon acceptance of a Rejectable Offer. Any indemnifications which shall have been given by Tenant with respect to the Premises shall survive the exchange of the Substitute Premises for such Premises.

(g) If Landlord rejects or is deemed to reject an Exchange Offer made by Tenant in accordance with the provisions hereof, or if the conditions in subparagraphs 45(f)(i), (ii) and (iii) are not satisfied within thirty (30) days of Landlord's election to accept Tenant's Exchange Offer, then Tenant shall be deemed, upon the giving of notice of such rejection or upon such deemed rejection or upon failure to satisfy such conditions in subparagraphs (i), (ii) and (iii) of Section 45(f) of this Part II within such thirty (30) day period, to make a Rejectable Offer under Section 45(b)(i) to purchase the Premises for the Failure of Completion Price in accordance with the foregoing provisions.

(h) The "Failure of Completion Termination Date" shall be a Fixed Rent payment Due Date selected by Tenant no sooner than thirty (30) days and no later than sixty (60) days after Tenant shall have made (or be deemed to have made) a Rejectable Offer under Section 45(b)(i). The "Failure of Completion Price" shall be an amount equal to the sum of (i) any and all prepayment fees, premiums, penalties, defeasance amounts, breakage costs, make-whole premiums or other consideration payable by Landlord to Lender as a result of the repayment of the Loan prior to its scheduled maturity date (including, without limitation, the Prepayment Consideration as set forth in the Note), (ii) the amount set forth on Exhibit E hereto, (iii) all reasonable out-of-pocket costs and expenses incurred by Landlord and its affiliates in connection with Landlord's purchase of the Premises (including, without limitation, closing costs, reasonable attorneys' fees and expenses), to the extent not included in subpart (ii) of this sentence, (iv) all reasonable out-of-pocket costs and expenses incurred by Landlord and its affiliates in connection with or as a result of this Lease, (v) all reasonable out-of-pocket costs and expenses incurred by Landlord and its affiliates in connection with the ownership, construction,

operation, leasing and sale of the Premises, and (vi) all reasonable out-of-pocket costs and expenses incurred by Landlord and its affiliates in connection with any Loan obtained or which Landlord has attempted to obtain with respect to the Premises (including, without limitation, closing costs and reasonable attorneys' fees and expenses), it being the intent hereof (but without limitation of the foregoing) that the Failure of Completion Price yield to Landlord and its affiliates all amounts invested and all reasonable costs and expenses incurred by Landlord and its affiliates in connection with or in any way related to the Premises including, without limitation, the purchase, ownership, construction, operation, leasing, financing or refinancing, or sale of the Premises, and all liabilities and direct (as opposed to consequential) damages suffered or incurred as a result of, in connection with or in any way related to this Lease and the purchase, ownership, operation, leasing or sale of the Premises to Tenant. The "Substitute Premises" shall mean a parcel of land located by itself on a separate tax parcel in the same state as the Premises with a completed building constructed thereon in accordance with plans and specifications substantially similar to the plans and specifications for the Building, with respect to which a certificate of occupancy has been issued and all other licenses and permits have been received, and of which Building Tenant shall have taken occupancy and within which Building Tenant shall have commenced operation of a retail drug store, provided, however, that such land and building shall have a then-current appraised value at least equal to the anticipated appraised value of the Premises upon completion of the Building, and further provided that said land and building shall be acceptable to Landlord and Lender within their discretion, reasonably exercised. Notwithstanding the immediately preceding sentence, the Substitute Premises shall not be required to be located in the same state as the Premises if Tenant pays to or for the benefit of Landlord all costs and expenses incurred by Landlord and Lender in connection with the acquisition and ownership of such property which would not have been incurred had the Substitute Premises been located in the same state as the Premises.

RIGHT OF FIRST REFUSAL

46 Landlord shall not at any time during the Extension Periods sell or convey or agree to sell or convey the Premises to any unaffiliated third-party without first having complied with the requirements of this Section 46. If, at any time during any Extension Period, Landlord shall desire to sell or convey all or any portion or portions of the Premises to an unaffiliated third-party, Landlord shall obtain from such unaffiliated third-party a bona fide arm's length written offer (the "Offer"), acceptable to Landlord, to purchase all or such portion of the Premises, and Landlord shall submit a written copy of the Offer to Tenant and shall give Tenant twenty (20) days within which to elect to purchase the portion of the Premises which is the subject of the Offer (herein called the "Subject Premises") on the precise terms and conditions of the Offer (except that if the Offer shall be in whole or in part for consideration other than cash, Tenant shall have the right to pay in cash the fair market value of such non-cash consideration). If Tenant elects to so purchase the Subject Premises, Tenant shall give to Landlord written notice thereof ("Acceptance Notice") and closing shall be held within sixty (60) days after the date of the Acceptance Notice, whereupon Landlord shall convey the Subject Premises to Tenant. At closing Landlord shall deliver to Tenant a special warranty deed (or local equivalent, which shall be a covenant deed if the Subject Premises are located in Michigan), sufficient to convey to Tenant fee simple title to the Subject Premises free and clear of all liens, restrictions and encumbrances created by Landlord, except for the Permitted Encumbrances, liens or

encumbrances created or suffered by Tenant or arising by reason of the failure of Tenant to have observed or performed any term, covenant or agreement herein to be observed or performed by Tenant, the lien of any taxes then affecting the Premises, this Lease and, if the Subject Premises are to be conveyed subject to the outstanding balance of the Loan, the Mortgage and all other Loan documents. This right of first refusal shall continue as to all portions of the Premises until such time as such portions shall have been sold by Landlord to the party making the Offer or its assignee(s). In the event Tenant shall elect not to so purchase the Subject Premises, Landlord may thereafter sell the Subject Premises which are the subject of the Offer only to the party making the Offer or its assignee(s) and only in accordance with the terms thereof, unless a further Offer is submitted to Tenant in accordance with this Section 46. Notwithstanding anything to the contrary herein, the provisions of this Section 46 shall not apply to any sale or conveyance of the Premises (i) in foreclosure (or similar proceeding) of a bona fide mortgage or deed of trust or to any conveyance in lieu of foreclosure of such a mortgage or deed of trust, (ii) to a person controlling, controlled by or under common control with Landlord, or (iii) during the Initial Term. Tenant hereby acknowledges and confirms that the Note and Mortgage provides or may provide that the Landlord may not sell, convey, alienate, mortgage, encumber, pledge or otherwise transfer the Premises, or any part thereof, or any interest therein (to Tenant or to anyone else), except as specifically provided under such Note and Mortgage. Furthermore, the Mortgage allows for the transfer of the beneficial ownership interest, membership interest or other equity interest in the entity comprising Landlord, which such transfer shall be governed by the provisions in the Mortgage with respect to same. Accordingly, Tenant hereby acknowledges and agrees that any sale, conveyance, alienation, mortgage, encumbrance, pledge or transfer of the beneficial ownership interest, membership interest or other equity interest in Landlord (other than a sale of all or substantially all of such beneficial ownership interest, membership interest or other equity interest in Landlord after the Initial Term in a single transaction or a series of related transactions which, if structured instead as a sale of the Premises, would have allowed Tenant to exercise its right of first refusal under this Section 46), or the change of the trustee, manager or other controlling person of the Landlord, shall not entitle Tenant to exercise its rights under this Section 46.

If during any Extension Period Landlord shall obtain an Offer with respect to a sale or conveyance of all or any portion of the Premises, and sells the Premises (to Tenant or anyone else) Tenant hereby acknowledges and consents as follows: (i) any such sale or conveyance during a period when the debt secured by the Mortgage cannot be prepaid (the "Lockout Period") shall be subject to the outstanding balance of the Loan, and, if Tenant shall be entitled to, and shall, exercise its rights under this Section 46, the Loan, Note, Mortgage, and other Loan documents will be assumed by Tenant, and the lien of the Mortgage may not be released during such Lockout Period; (ii) such sale shall be in accordance with the terms and provisions of the Note and Mortgage, whether such purchase contemplates the purchase of the Premises subject to the lien of the Mortgage or for a release of the lien of the Mortgage, and (iii) if the lien of the Mortgage is not released in connection with such sale of the Premises, and if Tenant acquires the Premises, no merger of title shall occur and this Lease and any guaranty of this Lease (including, without limitation, the guaranty of Guarantor) will remain in full force and effect in accordance with their terms.

If Tenant shall have agreed to purchase the Subject Premises pursuant to an Offer under which the third-party offeror was to acquire the Subject Premises under and subject to the lien of any mortgage, and if such purchase by Tenant of the Subject Premises shall occur after the expiration of the Lockout Period and any similar lockout period under any such mortgage, Tenant may purchase the Subject Premises for cash free and clear of any such mortgage but only if (i) the cash portion of the Offer is increased by an amount equal to the principal and interest secured by any such mortgage, and (ii) Tenant pays (in addition to the purchase price) all defeasance deposits, yield maintenance amounts, satisfaction fees and other sums which become owing as a result of such prepayment, all to the end and effect that Landlord will net the same amount as Landlord would have netted had the Subject Premises been sold under and subject to the lien of any such mortgage, pursuant to the Offer

If any right of refusal or other right under this Lease would, in the absence of the limitation imposed by this Section, be invalid or unenforceable as being in violation of the rule against perpetuities or any other rule of law relating to the vesting of an interest in property or the suspension of the power of alienation of property, then any right of refusal or other right hereunder shall be exercisable only during the period which shall begin as of the date hereof and end twenty (20) years and six (6) months after the date of death of the last survivor of the descendants of former President George H W Bush alive on the date of the execution and delivery of this Lease

The rights granted to Tenant under this Section 46 shall not survive the expiration or termination of this Lease

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the Date of Lease above written

LANDLORD'S SIGNATURE PAGE

Attached to and made a part of Lease dated as of December 17, 2004

Between

SCP 2004E-032 LLC, Landlord

and

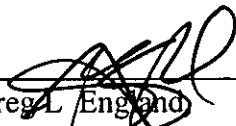
REVCO DISCOUNT DRUG CENTERS INC., Tenant

Premises

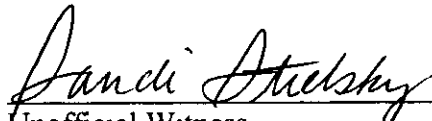
CVS Store No 4545

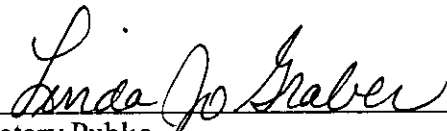
Location Macon, Georgia

**SCP 2004E-032 LLC,
a Delaware limited liability company**

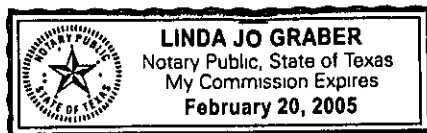
By 
Greg L. England
Executive Vice President

Signed, sealed, delivered and
notarized this 10 day of December, 2004,
in the presence of


Unofficial Witness


Notary Public
My Commission Expires 2-20-05

[NOTARIAL SEAL]



TENANT'S SIGNATURE PAGE

Attached to and made a part of Lease dated as of December 17, 2004.

Between:

SCP 2004E-032 LLC, Landlord

and

REVCO DISCOUNT DRUG CENTERS INC., Tenant

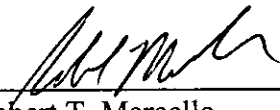
Premises

CVS Store No 4545

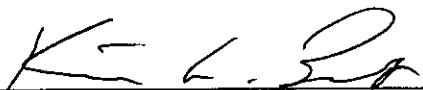
Location Macon, Georgia

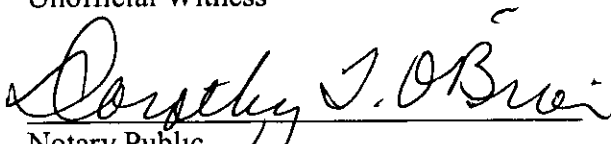
**REVCO DISCOUNT DRUG CENTERS INC.,
a Michigan corporation**

By


Robert T. Marcello,
Vice President

Signed, sealed, delivered and
notarized this 14 day of December, 2004,
in the presence of


Unofficial Witness


Notary Public
My Commission Expires _____

Dorothy T. O'Brien
State of Rhode Island
My Commission Expires 06/01/05

[NOTARIAL SEAL]

SCHEDULE 1**STIPULATED LOSS VALUES**

Location: Macon, GA
Store Number: 4545

Period	Stipulated Loss Value
December - 2004	\$ 3,505,771 17
January - 2005	\$ 3,505,771 17
February - 2005	\$ 3,505,771 17
March - 2005	\$ 3,505,771 17
April - 2005	\$ 3,486,809 57
May - 2005	\$ 3,467,764 25
June - 2005	\$ 3,448,634 85
July - 2005	\$ 3,429,420 99
August - 2005	\$ 3,410,122 31
September - 2005	\$ 3,390,738 42
October - 2005	\$ 3,371,268 95
November - 2005	\$ 3,351,713 52
December - 2005	\$ 3,332,071 75
January - 2006	\$ 3,312,343 27
February - 2006	\$ 3,292,527 69
March - 2006	\$ 3,272,624 62
April - 2006	\$ 3,252,633 67
May - 2006	\$ 3,232,554 47
June - 2006	\$ 3,212,386 62
July - 2006	\$ 3,192,129 73
August - 2006	\$ 3,171,783 40
September - 2006	\$ 3,151,347 24
October - 2006	\$ 3,130,820 86
November - 2006	\$ 3,110,203 86
December - 2006	\$ 3,089,495 83
January - 2007	\$ 3,068,696 37
February - 2007	\$ 3,047,805 08
March - 2007	\$ 3,026,821 56
April - 2007	\$ 3,005,745 40
May - 2007	\$ 2,984,576 19
June - 2007	\$ 2,963,313 51
July - 2007	\$ 2,941,956 96
August - 2007	\$ 2,920,506 12
September - 2007	\$ 2,898,960 57
October - 2007	\$ 2,877,319 91
November - 2007	\$ 2,855,583 69
December - 2007	\$ 2,833,751 51
January - 2008	\$ 2,811,822 95
February - 2008	\$ 2,789,797 57
March - 2008	\$ 2,767,674 94
April - 2008	\$ 2,745,454 65

May - 2008	\$	2,723,136 25
June - 2008	\$	2,700,719 32
July - 2008	\$	2,678,203 41
August - 2008	\$	2,655,588 10
September - 2008	\$	2,632,872 94
October - 2008	\$	2,610,057 50
November - 2008	\$	2,587,141 32
December - 2008	\$	2,564,123 97
January - 2009	\$	2,541,005 00
February - 2009	\$	2,517,783 95
March - 2009	\$	2,494,460 39
April - 2009	\$	2,471,033 85
May - 2009	\$	2,447,503 89
June - 2009	\$	2,423,870 04
July - 2009	\$	2,400,131 84
August - 2009	\$	2,376,288 84
September - 2009	\$	2,352,340 58
October - 2009	\$	2,328,286 58
November - 2009	\$	2,304,126 39
December - 2009	\$	2,279,859 53
January - 2010	\$	2,255,485 53
February - 2010	\$	2,231,003 91
March - 2010	\$	2,206,414 22
April - 2010	\$	2,181,715 96
May - 2010	\$	2,156,908 65
June - 2010	\$	2,131,991 82
July - 2010	\$	2,106,964 99
August - 2010	\$	2,081,827 66
September - 2010	\$	2,056,579 35
October - 2010	\$	2,031,219 56
November - 2010	\$	2,005,747 82
December - 2010	\$	1,980,163 62
January - 2011	\$	1,954,466 46
February - 2011	\$	1,947,977 89
March - 2011	\$	1,941,460 67
April - 2011	\$	1,934,914 68
May - 2011	\$	1,928,339 79
June - 2011	\$	1,921,735 88
July - 2011	\$	1,915,102 80
August - 2011	\$	1,908,440 44
September - 2011	\$	1,901,748 67
October - 2011	\$	1,895,027 35
November - 2011	\$	1,888,276 36
December - 2011	\$	1,881,495 56
January - 2012	\$	1,874,684 83
February - 2012	\$	1,867,844 02
March - 2012	\$	1,860,973 02
April - 2012	\$	1,854,071 67
May - 2012	\$	1,847,139 86
June - 2012	\$	1,840,177 45
July - 2012	\$	1,833,184 29
August - 2012	\$	1,826,160 26

September - 2012	\$	1,819,105 22
October - 2012	\$	1,812,019 03
November - 2012	\$	1,804,901 56
December - 2012	\$	1,797,752 66
January - 2013	\$	1,790,572 20
February - 2013	\$	1,783,360 04
March - 2013	\$	1,776,116 04
April - 2013	\$	1,768,840 05
May - 2013	\$	1,761,531 94
June - 2013	\$	1,754,191 57
July - 2013	\$	1,746,818 79
August - 2013	\$	1,739,413 45
September - 2013	\$	1,731,975 43
October - 2013	\$	1,724,504 56
November - 2013	\$	1,717,000 71
December - 2013	\$	1,709,463 73
January - 2014	\$	1,701,893 47
February - 2014	\$	1,694,289 79
March - 2014	\$	1,686,652 55
April - 2014	\$	1,678,981 58
May - 2014	\$	1,671,276 74
June - 2014	\$	1,663,537 89
July - 2014	\$	1,655,764 88
August - 2014	\$	1,647,957 54
September - 2014	\$	1,640,115 73
October - 2014	\$	1,632,239 31
November - 2014	\$	1,624,328 11
December - 2014	\$	1,616,381 98
January - 2015	\$	1,608,400 76
February - 2015	\$	1,600,384 32
March - 2015	\$	1,592,332 47
April - 2015	\$	1,584,245 08
May - 2015	\$	1,576,121 99
June - 2015	\$	1,567,963 03
July - 2015	\$	1,559,768 05
August - 2015	\$	1,551,536 89
September - 2015	\$	1,543,269 38
October - 2015	\$	1,534,965 38
November - 2015	\$	1,526,624 71
December - 2015	\$	1,518,247 22
January - 2016	\$	1,509,832 75
February - 2016	\$	1,501,381 12
March - 2016	\$	1,492,892 18
April - 2016	\$	1,484,365 76
May - 2016	\$	1,475,801 70
June - 2016	\$	1,467,199 82
July - 2016	\$	1,458,559 97
August - 2016	\$	1,449,881 98
September - 2016	\$	1,441,165 67
October - 2016	\$	1,432,410 88
November - 2016	\$	1,423,617 43
December - 2016	\$	1,414,785 17

January - 2017	\$	1,405,913 91
February - 2017	\$	1,397,003 48
March - 2017	\$	1,388,053 71
April - 2017	\$	1,379,064 43
May - 2017	\$	1,370,035 46
June - 2017	\$	1,360,966 63
July - 2017	\$	1,351,857 76
August - 2017	\$	1,342,708 67
September - 2017	\$	1,333,519 19
October - 2017	\$	1,324,289 14
November - 2017	\$	1,315,018 34
December - 2017	\$	1,305,706 61
January - 2018	\$	1,296,353 77
February - 2018	\$	1,286,959 63
March - 2018	\$	1,277,524 02
April - 2018	\$	1,268,046 75
May - 2018	\$	1,258,527 64
June - 2018	\$	1,248,966 50
July - 2018	\$	1,239,363 15
August - 2018	\$	1,229,717 40
September - 2018	\$	1,220,029 06
October - 2018	\$	1,210,297 95
November - 2018	\$	1,200,523 88
December - 2018	\$	1,190,706 66
January - 2019	\$	1,180,846 09
February - 2019	\$	1,170,941 98
March - 2019	\$	1,160,994 16
April - 2019	\$	1,151,002 41
May - 2019	\$	1,140,966 54
June - 2019	\$	1,130,886 37
July - 2019	\$	1,120,761 70
August - 2019	\$	1,110,592 32
September - 2019	\$	1,100,378 05
October - 2019	\$	1,090,118 68
November - 2019	\$	1,079,814 02
December - 2019	\$	1,069,463 86
January - 2020	\$	1,059,068 00
February - 2020	\$	1,048,626 25
March - 2020	\$	1,038,138 40
April - 2020	\$	1,027,604 24
May - 2020	\$	1,017,023 58
June - 2020	\$	1,006,396 20
July - 2020	\$	995,721 90
August - 2020	\$	985,000 47
September - 2020	\$	974,231 71
October - 2020	\$	963,415 41
November - 2020	\$	952,551 35
December - 2020	\$	941,639 32
January - 2021	\$	930,679 12
February - 2021	\$	919,670 53
March - 2021	\$	908,613 34
April - 2021	\$	897,507 33

May - 2021	\$	886,352 29
June - 2021	\$	875,148 00
July - 2021	\$	863,894 24
August - 2021	\$	852,590 79
September - 2021	\$	841,237 44
October - 2021	\$	829,833 97
November - 2021	\$	818,380 15
December - 2021	\$	806,875 76
January - 2022	\$	795,320 57
February - 2022	\$	783,714 38
March - 2022	\$	772,056 94
April - 2022	\$	760,348 03
May - 2022	\$	748,587 43
June - 2022	\$	736,774 90
July - 2022	\$	724,910 23
August - 2022	\$	712,993 17
September - 2022	\$	701,023 50
October - 2022	\$	689,000 98
November - 2022	\$	676,925 38
December - 2022	\$	664,796 46
January - 2023	\$	652,614 00
February - 2023	\$	640,377 76
March - 2023	\$	628,087 49
April - 2023	\$	615,742 95
May - 2023	\$	603,343 92
June - 2023	\$	590,890 15
July - 2023	\$	578,381 39
August - 2023	\$	565,817 40
September - 2023	\$	553,197 95
October - 2023	\$	540,522 78
November - 2023	\$	527,791 65
December - 2023	\$	515,004 31
January - 2024	\$	502,160 52
February - 2024	\$	489,260 02
March - 2024	\$	476,302 57
April - 2024	\$	463,287 90
May - 2024	\$	450,215 78
June - 2024	\$	437,085 95
July - 2024	\$	423,898 14
August - 2024	\$	410,652 11
September - 2024	\$	397,347 61
October - 2024	\$	383,984 36
November - 2024	\$	370,562 11
December - 2024	\$	357,080 60
January - 2025	\$	343,539 58
February - 2025	\$	329,938 77
March - 2025	\$	316,277 91
April - 2025	\$	302,556 74
May - 2025	\$	288,774 99
June - 2025	\$	274,932 39
July - 2025	\$	261,028 68
August - 2025	\$	247,063 58

September - 2025	\$	233,036 83
October - 2025	\$	218,948 15
November - 2025	\$	204,797 27
December - 2025	\$	190,583 91
January - 2026	\$	176,307 80
February - 2026	\$	161,968 66
March - 2026	\$	147,566 21
April - 2026	\$	133,100 18
May - 2026	\$	118,570 28
June - 2026	\$	103,976 23
July - 2026	\$	89,317 75
August - 2026	\$	74,594 55
September - 2026	\$	59,806 34
October - 2026	\$	44,952 85
November - 2026	\$	30,033 78
December - 2026	\$	15,048 84
January - 2027	\$	15,048 84
February - 2027	\$	-
March - 2027	\$	-
April - 2027	\$	-
May - 2027	\$	-
June - 2027	\$	-
July - 2027	\$	-
August - 2027	\$	-
September - 2027	\$	-
October - 2027	\$	-
November - 2027	\$	-
December - 2027	\$	-
January - 2028	\$	-
February - 2028	\$	-
March - 2028	\$	-
April - 2028	\$	-
May - 2028	\$	-
June - 2028	\$	-
July - 2028	\$	-
August - 2028	\$	-
September - 2028	\$	-
October - 2028	\$	-
November - 2028	\$	-
December - 2028	\$	-
January - 2029	\$	-
February - 2029	\$	-
March - 2029	\$	-
April - 2029	\$	-
May - 2029	\$	-
June - 2029	\$	-
July - 2029	\$	-
August - 2029	\$	-
September - 2029	\$	-
October - 2029	\$	-
November - 2029	\$	-
December - 2029	\$	-

January - 2030	\$ -
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SCHEDULE 2

FIXED RENT AMOUNTS

During the Initial Term, Fixed Rent shall be paid in the amounts hereinafter set forth in Subpart A of this Schedule 2 with respect to the Initial Term. During any fixed rate Extension Period described in Section 12(a) or 12(b) of Part I of this Lease, Fixed Rent shall be paid in the amounts hereinafter set forth in Subpart B of this Schedule 2 with respect to such fixed rate Extension Periods.

During any Fair Market Rental Value-based Extension Period described in Section 12(c) of Part I of this Lease (each, an "FMV Extension Period"), Fixed Rent shall be paid in an amount equal to one hundred percent (100%) of the Fair Market Rental Value of the Premises for such FMV Extension Period as determined by a Appraiser as hereinafter set forth in this Schedule 2, provided, that during the first two (2) years of the first FMV Extension Period, Fixed Rent shall be equal to one hundred one percent (101%) of the Fair Market Rental Value as so determined. In the event Tenant exercises a Renewal Option to extend this Lease for an FMV Extension Period, then Landlord and Tenant shall attempt in good faith for a period of ten (10) days to agree upon a single Appraiser, and if Landlord and Tenant are so able to agree, the determination by such single Appraiser of a Fair Market Rental Value for the Premises for such FMV Extension Period shall be final and binding on the parties. If Landlord and Tenant are unable to agree upon a single Appraiser within the above-stated ten (10) day period, then the following procedures shall apply:

(a) Within seven (7) days after the conclusion of the ten (10) day period, each party shall submit to the other party an independent third-party Appraiser who must satisfy the qualifications for an Appraiser in the Lease, and neither of whom (i) may be a present or former employee or business associate (or a relative of any such employee or business associate) of either Landlord or Tenant, or (ii) shall have any other financial or economic interest in, or relationship with, Landlord or Tenant.

(b) The two Appraisers so selected shall promptly proceed to determine the Fair Market Rental Value of the Premises (considering the other terms of this Lease) for such FMV Extension Period, and if the two Appraisers agree on such Fair Market Rental Value, their determination shall be final and binding on all parties. If the two appraisers so selected are unable to agree on the Fair Market Rental Value but the appraisals are no more than ten percent (10%) apart, computed from the base of the higher appraisal, the two appraisals shall be averaged and the average shall constitute the Fair Market Rental Value of the Premises for such FMV Extension Period. If the appraisals differ by more than ten percent (10%), such two Appraisers shall select a third Appraiser (who must satisfy the qualifications for an Appraiser in the Lease), and if the two Appraisers are unable to agree upon a third Appraiser within fifteen (15) days, then they shall in lieu thereof each select the names of two willing persons qualified to be Appraisers hereunder and from the four persons so named, one name shall be drawn by lot by a representative of Landlord in the presence of a representative of Tenant, and the person whose name is so drawn shall be the third Appraiser. If either of the first two Appraisers fails to select

the names of two willing, qualified Appraisers and to cooperate with the other Appraiser so that a third Appraiser can be selected by lot, the third Appraiser shall be selected by lot from the two Appraisers which were selected by the other Appraiser for the drawing. Any vacancy in the office of the first two Appraisers shall be filled by the party who initially selected that Appraiser, and if the appropriate party fails to fill any vacancy within fifteen (15) days after such vacancy occurs, then such vacancy shall be filled by the other party. Any vacancy in the office of the third Appraiser shall be filled by the first two Appraisers in the manner specified above for the selection of a third Appraiser. The third Appraiser shall, within fifteen (15) days after having been selected, render his or her opinion of which of the amounts proposed by the original two Appraisers most closely represents the actual Fair Market Rental Value of the Premises for such FMV Extension Period, and the amount so selected by the third Appraiser shall be the Fair Market Rental Value of the Premises for such FMV Extension Period. The fees of such Appraisers shall be paid by Tenant.

[SCHEDULE 2 CONTINUED ON NEXT PAGE]

SCHEDULE 2**FIXED RENT AMOUNTS****LOCATION: Macon, GA****STORE NUMBER: 4545****Subpart A: Initial Term (Fixed Rent Payable - Cash)**

Date	Monthly Installments - Cash
December - 2004	\$ -
January - 2005	\$ -
February - 2005	\$ -
March - 2005	\$ -
April - 2005	\$ 34,096.41
May - 2005	\$ 34,096 41
June - 2005	\$ 34,096 41
July - 2005	\$ 34,096 41
August - 2005	\$ 34,096 41
September - 2005	\$ 34,096 41
October - 2005	\$ 34,096.41
November - 2005	\$ 34,096 41
December - 2005	\$ 34,096.41
January - 2006	\$ 34,096 41
February - 2006	\$ 34,096 41
March - 2006	\$ 34,096 41
April - 2006	\$ 34,096 41
May - 2006	\$ 34,096.41
June - 2006	\$ 34,096 41
July - 2006	\$ 34,096 41
August - 2006	\$ 34,096 41
September - 2006	\$ 34,096 41
October - 2006	\$ 34,096 41
November - 2006	\$ 34,096 41
December - 2006	\$ 34,096 41
January - 2007	\$ 34,096 41
February - 2007	\$ 34,096 41
March - 2007	\$ 34,096 41
April - 2007	\$ 34,096 41
May - 2007	\$ 34,096 41

LOCATION: Macon, GA**STORE NUMBER: 4545****Subpart A: Initial Term (Fixed Rent Payable - Cash)**

June - 2007	\$	34,096.41
July - 2007	\$	34,096 41
August - 2007	\$	34,096.41
September - 2007	\$	34,096.41
October - 2007	\$	34,096 41
November - 2007	\$	34,096 41
December - 2007	\$	34,096 41
January - 2008	\$	34,096.41
February - 2008	\$	34,096 41
March - 2008	\$	34,096 41
April - 2008	\$	34,096 41
May - 2008	\$	34,096.41
June - 2008	\$	34,096 41
July - 2008	\$	34,096 41
August - 2008	\$	34,096 41
September - 2008	\$	34,096 41
October - 2008	\$	34,096 41
November - 2008	\$	34,096 41
December - 2008	\$	34,096 41
January - 2009	\$	34,096 41
February - 2009	\$	34,096 41
March - 2009	\$	34,096 41
April - 2009	\$	34,096 41
May - 2009	\$	34,096 41
June - 2009	\$	34,096 41
July - 2009	\$	34,096 41
August - 2009	\$	34,096 41
September - 2009	\$	34,096 41
October - 2009	\$	34,096 41
November - 2009	\$	34,096 41
December - 2009	\$	34,096 41
January - 2010	\$	34,096 41
February - 2010	\$	34,096 41
March - 2010	\$	34,096.41
April - 2010	\$	34,096 41
May - 2010	\$	34,096 41
June - 2010	\$	34,096 41
July - 2010	\$	34,096 41
August - 2010	\$	34,096 41

LOCATION: Macon, GA
STORE NUMBER: 4545

Subpart A: Initial Term (Fixed Rent Payable - Cash)

September - 2010	\$	34,096 41
October - 2010	\$	34,096 41
November - 2010	\$	34,096 41
December - 2010	\$	34,096.41
January - 2011	\$	34,096 41
February - 2011	\$	15,080 93
March - 2011	\$	15,080.93
April - 2011	\$	15,080.93
May - 2011	\$	15,080 93
June - 2011	\$	15,080 93
July - 2011	\$	15,080.93
August - 2011	\$	15,080.93
September - 2011	\$	15,080 93
October - 2011	\$	15,080 93
November - 2011	\$	15,080 93
December - 2011	\$	15,080 93
January - 2012	\$	15,080 93
February - 2012	\$	15,080 93
March - 2012	\$	15,080.93
April - 2012	\$	15,080.93
May - 2012	\$	15,080 93
June - 2012	\$	15,080 93
July - 2012	\$	15,080 93
August - 2012	\$	15,080 93
September - 2012	\$	15,080 93
October - 2012	\$	15,080 93
November - 2012	\$	15,080 93
December - 2012	\$	15,080 93
January - 2013	\$	15,080 93
February - 2013	\$	15,080 93
March - 2013	\$	15,080 93
April - 2013	\$	15,080 93
May - 2013	\$	15,080 93
June - 2013	\$	15,080 93
July - 2013	\$	15,080 93
August - 2013	\$	15,080 93
September - 2013	\$	15,080 93
October - 2013	\$	15,080 93
November - 2013	\$	15,080 93

LOCATION: Macon, GA
STORE NUMBER: 4545

Subpart A: Initial Term (Fixed Rent Payable - Cash)

December - 2013	\$	15,080 93
January - 2014	\$	15,080 93
February - 2014	\$	15,080 93
March - 2014	\$	15,080 93
April - 2014	\$	15,080 93
May - 2014	\$	15,080 93
June - 2014	\$	15,080 93
July - 2014	\$	15,080 93
August - 2014	\$	15,080 93
September - 2014	\$	15,080 93
October - 2014	\$	15,080 93
November - 2014	\$	15,080.93
December - 2014	\$	15,080.93
January - 2015	\$	15,080.93
February - 2015	\$	15,080 93
March - 2015	\$	15,080 93
April - 2015	\$	15,080 93
May - 2015	\$	15,080.93
June - 2015	\$	15,080 93
July - 2015	\$	15,080.93
August - 2015	\$	15,080.93
September - 2015	\$	15,080 93
October - 2015	\$	15,080 93
November - 2015	\$	15,080 93
December - 2015	\$	15,080 93
January - 2016	\$	15,080.93
February - 2016	\$	15,080 93
March - 2016	\$	15,080 93
April - 2016	\$	15,080 93
May - 2016	\$	15,080 93
June - 2016	\$	15,080 93
July - 2016	\$	15,080 93
August - 2016	\$	15,080.93
September - 2016	\$	15,080.93
October - 2016	\$	15,080.93
November - 2016	\$	15,080 93
December - 2016	\$	15,080 93
January - 2017	\$	15,080 93
February - 2017	\$	15,080 93

LOCATION: Macon, GA
STORE NUMBER: 4545

Subpart A: Initial Term (Fixed Rent Payable - Cash)

March - 2017	\$	15,080 93
April - 2017	\$	15,080 93
May - 2017	\$	15,080 93
June - 2017	\$	15,080 93
July - 2017	\$	15,080 93
August - 2017	\$	15,080 93
September - 2017	\$	15,080 93
October - 2017	\$	15,080 93
November - 2017	\$	15,080.93
December - 2017	\$	15,080 93
January - 2018	\$	15,080 93
February - 2018	\$	15,080 93
March - 2018	\$	15,080 93
April - 2018	\$	15,080 93
May - 2018	\$	15,080 93
June - 2018	\$	15,080.93
July - 2018	\$	15,080.93
August - 2018	\$	15,080 93
September - 2018	\$	15,080 93
October - 2018	\$	15,080 93
November - 2018	\$	15,080 93
December - 2018	\$	15,080 93
January - 2019	\$	15,080 93
February - 2019	\$	15,080 93
March - 2019	\$	15,080 93
April - 2019	\$	15,080 93
May - 2019	\$	15,080 93
June - 2019	\$	15,080 93
July - 2019	\$	15,080 93
August - 2019	\$	15,080.93
September - 2019	\$	15,080 93
October - 2019	\$	15,080 93
November - 2019	\$	15,080 93
December - 2019	\$	15,080 93
January - 2020	\$	15,080 93
February - 2020	\$	15,080 93
March - 2020	\$	15,080 93
April - 2020	\$	15,080 93
May - 2020	\$	15,080 93

LOCATION: Macon, GA
STORE NUMBER: 4545

Subpart A: Initial Term (Fixed Rent Payable - Cash)

June - 2020	\$	15,080 93
July - 2020	\$	15,080 93
August - 2020	\$	15,080 93
September - 2020	\$	15,080 93
October - 2020	\$	15,080 93
November - 2020	\$	15,080.93
December - 2020	\$	15,080 93
January - 2021	\$	15,080.93
February - 2021	\$	15,080.93
March - 2021	\$	15,080 93
April - 2021	\$	15,080 93
May - 2021	\$	15,080 93
June - 2021	\$	15,080.93
July - 2021	\$	15,080 93
August - 2021	\$	15,080 93
September - 2021	\$	15,080 93
October - 2021	\$	15,080 93
November - 2021	\$	15,080 93
December - 2021	\$	15,080 93
January - 2022	\$	15,080 93
February - 2022	\$	15,080.93
March - 2022	\$	15,080 93
April - 2022	\$	15,080.93
May - 2022	\$	15,080 93
June - 2022	\$	15,080 93
July - 2022	\$	15,080 93
August - 2022	\$	15,080 93
September - 2022	\$	15,080 93
October - 2022	\$	15,080 93
November - 2022	\$	15,080 93
December - 2022	\$	15,080 93
January - 2023	\$	15,080 93
February - 2023	\$	15,080 93
March - 2023	\$	15,080 93
April - 2023	\$	15,080 93
May - 2023	\$	15,080.93
June - 2023	\$	15,080 93
July - 2023	\$	15,080 93
August - 2023	\$	15,080 93

LOCATION: Macon, GA
STORE NUMBER: 4545

Subpart A: Initial Term (Fixed Rent Payable - Cash)

September - 2023	\$	15,080.93
October - 2023	\$	15,080.93
November - 2023	\$	15,080.93
December - 2023	\$	15,080.93
January - 2024	\$	15,080.93
February - 2024	\$	15,080.93
March - 2024	\$	15,080.93
April - 2024	\$	15,080.93
May - 2024	\$	15,080.93
June - 2024	\$	15,080.93
July - 2024	\$	15,080.93
August - 2024	\$	15,080.93
September - 2024	\$	15,080.93
October - 2024	\$	15,080.93
November - 2024	\$	15,080.93
December - 2024	\$	15,080.93
January - 2025	\$	15,080.93
February - 2025	\$	15,080.93
March - 2025	\$	15,080.93
April - 2025	\$	15,080.93
May - 2025	\$	15,080.93
June - 2025	\$	15,080.93
July - 2025	\$	15,080.93
August - 2025	\$	15,080.93
September - 2025	\$	15,080.93
October - 2025	\$	15,080.93
November - 2025	\$	15,080.93
December - 2025	\$	15,080.93
January - 2026	\$	15,080.93
February - 2026	\$	15,080.93
March - 2026	\$	15,080.93
April - 2026	\$	15,080.93
May - 2026	\$	15,080.93
June - 2026	\$	15,080.93
July - 2026	\$	15,080.93
August - 2026	\$	15,080.93
September - 2026	\$	15,080.93
October - 2026	\$	15,080.93
November - 2026	\$	15,080.93

LOCATION: Macon, GA**STORE NUMBER: 4545****Subpart A: Initial Term (Fixed Rent Payable - Cash)**

December - 2026	\$	15,080.93
January - 2027	\$	15,080.93
February - 2027	\$	-
March - 2027	\$	-
April - 2027	\$	-
May - 2027	\$	-
June - 2027	\$	-
July - 2027	\$	-
August - 2027	\$	-
September - 2027	\$	-
October - 2027	\$	-
November - 2027	\$	-
December - 2027	\$	-
January - 2028	\$	-
February - 2028	\$	-
March - 2028	\$	-
April - 2028	\$	-
May - 2028	\$	-
June - 2028	\$	-
July - 2028	\$	-
August - 2028	\$	-
September - 2028	\$	-
October - 2028	\$	-
November - 2028	\$	-
December - 2028	\$	-
January - 2029	\$	-
February - 2029	\$	-
March - 2029	\$	-
April - 2029	\$	-
May - 2029	\$	-
June - 2029	\$	-
July - 2029	\$	-
August - 2029	\$	-
September - 2029	\$	-
October - 2029	\$	-
November - 2029	\$	-
December - 2029	\$	-
January - 2030	\$	-

LOCATION:

STORE NUMBER:

Macon, GA

4545

Subpart B: Fixed Rate Extension Periods (Section 12(a) or 12(b) of Part I of the Lease) (Fixed Rent Payable and Allocated)

Monthly Installments - Cash	Annual Fixed Rent - Cash
\$20,124 21	\$241,490 52

Location: Macon, GA
Store Number: 4545

Subpart C: Fixed Rent Allocated to Each Period (in accordance with the last sentence of Section 5(a) of Part II of the Lease and for purposes of Section 467 of the Internal Revenue Code of 1986, as amended For the avoidance of doubt, the amounts set forth in this Subpart C do not represent amounts payable The amounts payable as Fixed Rent under the Lease are set forth in Subpart A and Subpart B above)

Monthly Period		Fixed Rent Allocated (Section 467)
From December 1 to December 31,	2004	\$ -
From January 1 to January 31,	2005	\$ -
From February 1 to February 28,	2005	\$ -
From March 1 to March 31,	2005	\$ -
From April 1 to April 30,	2005	\$ 18,500 00
From May 1 to May 31,	2005	\$ 18,500 00
From June 1 to June 30,	2005	\$ 18,500 00
From July 1 to July 31,	2005	\$ 18,500 00
From August 1 to August 31,	2005	\$ 18,500 00
From September 1 to September 30,	2005	\$ 18,500 00
From October 1 to October 31,	2005	\$ 18,500 00
From November 1 to November 30,	2005	\$ 18,500 00
From December 1 to December 31,	2005	\$ 18,500 00
From January 1 to January 31,	2006	\$ 18,500 00
From February 1 to February 28,	2006	\$ 18,500 00
From March 1 to March 31,	2006	\$ 18,500 00
From April 1 to April 30,	2006	\$ 18,500 00
From May 1 to May 31,	2006	\$ 18,500 00
From June 1 to June 30,	2006	\$ 18,500 00
From July 1 to July 31,	2006	\$ 18,500 00
From August 1 to August 31,	2006	\$ 18,500 00
From September 1 to September 30,	2006	\$ 18,500 00
From October 1 to October 31,	2006	\$ 18,500 00
From November 1 to November 30,	2006	\$ 18,500 00
From December 1 to December 31,	2006	\$ 18,500 00
From January 1 to January 31,	2007	\$ 18,500 00
From February 1 to February 28,	2007	\$ 18,500 00
From March 1 to March 31,	2007	\$ 18,500 00
From April 1 to April 30,	2007	\$ 18,500 00
From May 1 to May 31,	2007	\$ 18,500 00
From June 1 to June 30,	2007	\$ 18,500 00
From July 1 to July 31,	2007	\$ 18,500 00
From August 1 to August 31,	2007	\$ 18,500 00
From September 1 to September 30,	2007	\$ 18,500 00
From October 1 to October 31,	2007	\$ 18,500 00
From November 1 to November 30,	2007	\$ 18,500 00

From December 1 to December 31,	2007	\$	18,500 00
From January 1 to January 31,	2008	\$	18,500 00
From February 1 to February 28,	2008	\$	18,500 00
From March 1 to March 31,	2008	\$	18,500 00
From April 1 to April 30,	2008	\$	18,500 00
From May 1 to May 31,	2008	\$	18,500 00
From June 1 to June 30,	2008	\$	18,500 00
From July 1 to July 31,	2008	\$	18,500 00
From August 1 to August 31,	2008	\$	18,500 00
From September 1 to September 30,	2008	\$	18,500 00
From October 1 to October 31,	2008	\$	18,500 00
From November 1 to November 30,	2008	\$	18,500 00
From December 1 to December 31,	2008	\$	18,500 00
From January 1 to January 31,	2009	\$	19,300 00
From February 1 to February 28,	2009	\$	19,300 00
From March 1 to March 31,	2009	\$	19,300 00
From April 1 to April 30,	2009	\$	19,300 00
From May 1 to May 31,	2009	\$	19,300 00
From June 1 to June 30,	2009	\$	19,300 00
From July 1 to July 31,	2009	\$	19,300 00
From August 1 to August 31,	2009	\$	19,300 00
From September 1 to September 30,	2009	\$	19,300 00
From October 1 to October 31,	2009	\$	19,300 00
From November 1 to November 30,	2009	\$	19,300 00
From December 1 to December 31,	2009	\$	19,300 00
From January 1 to January 31,	2010	\$	19,600 00
From February 1 to February 28,	2010	\$	19,600 00
From March 1 to March 31,	2010	\$	19,600 00
From April 1 to April 30,	2010	\$	19,600 00
From May 1 to May 31,	2010	\$	19,600 00
From June 1 to June 30,	2010	\$	19,600 00
From July 1 to July 31,	2010	\$	19,600 00
From August 1 to August 31,	2010	\$	19,600 00
From September 1 to September 30,	2010	\$	19,600 00
From October 1 to October 31,	2010	\$	19,600 00
From November 1 to November 30,	2010	\$	19,600 00
From December 1 to December 31,	2010	\$	19,600 00
From January 1 to January 31,	2011	\$	19,600 00
From February 1 to February 28,	2011	\$	19,600 00
From March 1 to March 31,	2011	\$	19,600 00
From April 1 to April 30,	2011	\$	19,600 00
From May 1 to May 31,	2011	\$	19,600 00
From June 1 to June 30,	2011	\$	20,400 00
From July 1 to July 31,	2011	\$	20,400 00
From August 1 to August 31,	2011	\$	20,400 00
From September 1 to September 30,	2011	\$	20,400 00
From October 1 to October 31,	2011	\$	20,400 00
From November 1 to November 30,	2011	\$	20,400 00
From December 1 to December 31,	2011	\$	20,400 00

From January 1 to January 31,	2012	\$	20,400 00
From February 1 to February 28,	2012	\$	20,400 00
From March 1 to March 31,	2012	\$	20,400 00
From April 1 to April 30,	2012	\$	20,400 00
From May 1 to May 31,	2012	\$	20,400 00
From June 1 to June 30,	2012	\$	20,400 00
From July 1 to July 31,	2012	\$	20,400 00
From August 1 to August 31,	2012	\$	20,400 00
From September 1 to September 30,	2012	\$	20,400 00
From October 1 to October 31,	2012	\$	20,400 00
From November 1 to November 30,	2012	\$	20,400 00
From December 1 to December 31,	2012	\$	20,400 00
From January 1 to January 31,	2013	\$	20,400 00
From February 1 to February 28,	2013	\$	20,400 00
From March 1 to March 31,	2013	\$	20,400 00
From April 1 to April 30,	2013	\$	20,400 00
From May 1 to May 31,	2013	\$	20,400 00
From June 1 to June 30,	2013	\$	20,400 00
From July 1 to July 31,	2013	\$	20,400 00
From August 1 to August 31,	2013	\$	20,400 00
From September 1 to September 30,	2013	\$	20,400 00
From October 1 to October 31,	2013	\$	20,400 00
From November 1 to November 30,	2013	\$	20,400 00
From December 1 to December 31,	2013	\$	20,400 00
From January 1 to January 31,	2014	\$	20,400 00
From February 1 to February 28,	2014	\$	20,400 00
From March 1 to March 31,	2014	\$	20,400 00
From April 1 to April 30,	2014	\$	20,400 00
From May 1 to May 31,	2014	\$	20,400 00
From June 1 to June 30,	2014	\$	20,400 00
From July 1 to July 31,	2014	\$	20,400 00
From August 1 to August 31,	2014	\$	20,400 00
From September 1 to September 30,	2014	\$	20,400 00
From October 1 to October 31,	2014	\$	20,400 00
From November 1 to November 30,	2014	\$	20,400 00
From December 1 to December 31,	2014	\$	20,400 00
From January 1 to January 31,	2015	\$	20,900 00
From February 1 to February 28,	2015	\$	20,900 00
From March 1 to March 31,	2015	\$	20,900 00
From April 1 to April 30,	2015	\$	20,900 00
From May 1 to May 31,	2015	\$	20,900 00
From June 1 to June 30,	2015	\$	20,900 00
From July 1 to July 31,	2015	\$	20,900 00
From August 1 to August 31,	2015	\$	20,900 00
From September 1 to September 30,	2015	\$	20,900 00
From October 1 to October 31,	2015	\$	20,900 00
From November 1 to November 30,	2015	\$	20,900 00
From December 1 to December 31,	2015	\$	20,900 00
From January 1 to January 31,	2016	\$	20,900 00

From February 1 to February 28,	2016	\$	20,900 00
From March 1 to March 31,	2016	\$	20,900 00
From April 1 to April 30,	2016	\$	20,900 00
From May 1 to May 31,	2016	\$	20,900 00
From June 1 to June 30,	2016	\$	20,900 00
From July 1 to July 31,	2016	\$	20,900 00
From August 1 to August 31,	2016	\$	20,900 00
From September 1 to September 30,	2016	\$	20,900 00
From October 1 to October 31,	2016	\$	20,900 00
From November 1 to November 30,	2016	\$	20,900 00
From December 1 to December 31,	2016	\$	20,900.00
From January 1 to January 31,	2017	\$	20,900 00
From February 1 to February 28,	2017	\$	20,900 00
From March 1 to March 31,	2017	\$	20,900 00
From April 1 to April 30,	2017	\$	20,900 00
From May 1 to May 31,	2017	\$	20,900 00
From June 1 to June 30,	2017	\$	20,900 00
From July 1 to July 31,	2017	\$	20,900 00
From August 1 to August 31,	2017	\$	20,900 00
From September 1 to September 30,	2017	\$	20,900 00
From October 1 to October 31,	2017	\$	20,900 00
From November 1 to November 30,	2017	\$	20,900 00
From December 1 to December 31,	2017	\$	20,900 00
From January 1 to January 31,	2018	\$	20,900 00
From February 1 to February 28,	2018	\$	20,900 00
From March 1 to March 31,	2018	\$	20,900 00
From April 1 to April 30,	2018	\$	20,900 00
From May 1 to May 31,	2018	\$	20,900 00
From June 1 to June 30,	2018	\$	20,900 00
From July 1 to July 31,	2018	\$	20,900 00
From August 1 to August 31,	2018	\$	20,900 00
From September 1 to September 30,	2018	\$	20,900 00
From October 1 to October 31,	2018	\$	20,900 00
From November 1 to November 30,	2018	\$	20,900 00
From December 1 to December 31,	2018	\$	20,900 00
From January 1 to January 31,	2019	\$	20,900 00
From February 1 to February 28,	2019	\$	20,900 00
From March 1 to March 31,	2019	\$	20,900 00
From April 1 to April 30,	2019	\$	20,900 00
From May 1 to May 31,	2019	\$	23,762 63
From June 1 to June 30,	2019	\$	23,762 63
From July 1 to July 31,	2019	\$	23,762 63
From August 1 to August 31,	2019	\$	23,762 63
From September 1 to September 30,	2019	\$	23,762 63
From October 1 to October 31,	2019	\$	23,762 63
From November 1 to November 30,	2019	\$	23,762 63
From December 1 to December 31,	2019	\$	23,762 63
From January 1 to January 31,	2020	\$	23,762 63
From February 1 to February 28,	2020	\$	23,762 63

From March 1 to March 31,	2020	\$	23,762 63
From April 1 to April 30,	2020	\$	23,762 63
From May 1 to May 31,	2020	\$	23,762 63
From June 1 to June 30,	2020	\$	23,762 63
From July 1 to July 31,	2020	\$	23,762 63
From August 1 to August 31,	2020	\$	23,762 63
From September 1 to September 30,	2020	\$	23,762 63
From October 1 to October 31,	2020	\$	23,762 63
From November 1 to November 30,	2020	\$	23,762 63
From December 1 to December 31,	2020	\$	23,762 63
From January 1 to January 31,	2021	\$	23,762 63
From February 1 to February 28,	2021	\$	23,762 63
From March 1 to March 31,	2021	\$	23,762 63
From April 1 to April 30,	2021	\$	23,762 63
From May 1 to May 31,	2021	\$	23,762 63
From June 1 to June 30,	2021	\$	23,762 63
From July 1 to July 31,	2021	\$	23,762 63
From August 1 to August 31,	2021	\$	23,762 63
From September 1 to September 30,	2021	\$	23,762 63
From October 1 to October 31,	2021	\$	23,762 63
From November 1 to November 30,	2021	\$	23,762 63
From December 1 to December 31,	2021	\$	23,762 63
From January 1 to January 31,	2022	\$	23,762 63
From February 1 to February 28,	2022	\$	23,762 63
From March 1 to March 31,	2022	\$	23,762 63
From April 1 to April 30,	2022	\$	23,762 63
From May 1 to May 31,	2022	\$	23,762 63
From June 1 to June 30,	2022	\$	23,762 63
From July 1 to July 31,	2022	\$	23,762 63
From August 1 to August 31,	2022	\$	23,762 63
From September 1 to September 30,	2022	\$	23,762 63
From October 1 to October 31,	2022	\$	23,762 63
From November 1 to November 30,	2022	\$	23,762 63
From December 1 to December 31,	2022	\$	23,762 63
From January 1 to January 31,	2023	\$	23,762 63
From February 1 to February 28,	2023	\$	23,762 63
From March 1 to March 31,	2023	\$	23,762 63
From April 1 to April 30,	2023	\$	23,762 63
From May 1 to May 31,	2023	\$	23,762 63
From June 1 to June 30,	2023	\$	23,762 63
From July 1 to July 31,	2023	\$	23,762 63
From August 1 to August 31,	2023	\$	23,762 63
From September 1 to September 30,	2023	\$	23,762 63
From October 1 to October 31,	2023	\$	23,762 63
From November 1 to November 30,	2023	\$	23,762 63
From December 1 to December 31,	2023	\$	23,762 63
From January 1 to January 31,	2024	\$	23,762 63
From February 1 to February 28,	2024	\$	23,762 63
From March 1 to March 31,	2024	\$	23,762 63

From April 1 to April 30,	2024	\$	23,762 63
From May 1 to May 31,	2024	\$	23,762 63
From June 1 to June 30,	2024	\$	23,762 63
From July 1 to July 31,	2024	\$	23,762 63
From August 1 to August 31,	2024	\$	23,762 63
From September 1 to September 30,	2024	\$	23,762 63
From October 1 to October 31,	2024	\$	23,762 63
From November 1 to November 30,	2024	\$	23,762 63
From December 1 to December 31,	2024	\$	23,762 63
From January 1 to January 31,	2025	\$	23,762 63
From February 1 to February 28,	2025	\$	23,762 63
From March 1 to March 31,	2025	\$	23,762 63
From April 1 to April 30,	2025	\$	23,762 63
From May 1 to May 31,	2025	\$	23,762 63
From June 1 to June 30,	2025	\$	23,762 63
From July 1 to July 31,	2025	\$	23,762 63
From August 1 to August 31,	2025	\$	23,762 63
From September 1 to September 30,	2025	\$	23,762 63
From October 1 to October 31,	2025	\$	23,762 63
From November 1 to November 30,	2025	\$	23,762 63
From December 1 to December 31,	2025	\$	23,762 63
From January 1 to January 31,	2026	\$	23,762 63
From February 1 to February 28,	2026	\$	23,762 63
From March 1 to March 31,	2026	\$	23,762 63
From April 1 to April 30,	2026	\$	23,762 63
From May 1 to May 31,	2026	\$	23,762 63
From June 1 to June 30,	2026	\$	23,762 63
From July 1 to July 31,	2026	\$	23,762 63
From August 1 to August 31,	2026	\$	23,762 63
From September 1 to September 30,	2026	\$	23,762 63
From October 1 to October 31,	2026	\$	23,762 63
From November 1 to November 30,	2026	\$	23,762 63
From December 1 to December 31,	2026	\$	23,762 63
From January 1 to January 31,	2027	\$	23,762 63
From February 1 to February 28,	2027	\$	23,762 63
From March 1 to March 31,	2027	\$	23,762 63
From April 1 to April 30,	2027	\$	23,762 63
From May 1 to May 31,	2027	\$	23,762 63
From June 1 to June 30,	2027	\$	23,762 63
From July 1 to July 31,	2027	\$	23,762 63
From August 1 to August 31,	2027	\$	23,762 63
From September 1 to September 30,	2027	\$	23,762 63
From October 1 to October 31,	2027	\$	23,762 63
From November 1 to November 30,	2027	\$	23,762 63
From December 1 to December 31,	2027	\$	23,762 63
From January 1 to January 31,	2028	\$	23,762 63
From February 1 to February 28,	2028	\$	23,762 63
From March 1 to March 31,	2028	\$	23,762 63
From April 1 to April 30,	2028	\$	23,762 63

From May 1 to May 31,	2028	\$	23,762 63
From June 1 to June 30,	2028	\$	23,762 63
From July 1 to July 31,	2028	\$	23,762 63
From August 1 to August 31,	2028	\$	23,762 63
From September 1 to September 30,	2028	\$	23,762 63
From October 1 to October 31,	2028	\$	23,762 63
From November 1 to November 30,	2028	\$	23,762 63
From December 1 to December 31,	2028	\$	23,762 63
From January 1 to January 31,	2029	\$	23,762 63
From February 1 to February 28,	2029	\$	23,762 63
From March 1 to March 31,	2029	\$	23,762 63
From April 1 to April 30,	2029	\$	23,762 63
From May 1 to May 31,	2029	\$	23,762 63
From June 1 to June 30,	2029	\$	23,762 63
From July 1 to July 31,	2029	\$	23,762 63
From August 1 to August 31,	2029	\$	23,762 63
From September 1 to September 30,	2029	\$	23,762 63
From October 1 to October 31,	2029	\$	23,762 63
From November 1 to November 30,	2029	\$	23,762 63
From December 1 to December 31,	2029	\$	23,762 63
From January 1 to January 31,	2030	\$	23,762 63

Location: Macon, GA
Store Number: 4545

Subpart D: Section 467 Loan (In no event shall any principal or interest on any 467 Loan be separately payable, all Section 467 Loan principal and interest is already included as part of Fixed Rent and is payable as a portion of the amounts set forth in Subpart A above)

Date	Section 467 Loan (Balance) [positive number = Landlord loan to Tenant] [negative number (indicated by parentheses) = Tenant loan to Landlord]	Section 467 Loan (interest) [positive number = interest accrual on Landlord loan to Tenant] [negative number (indicated by parentheses) = interest accrual on Tenant loan to Landlord]
December 1, 2004	\$ -	\$ -
January 1, 2005	\$ -	\$ -
February 1, 2005	\$ -	\$ -
March 1, 2005	\$ -	\$ -
April 1, 2005	\$ (15,596 41)	\$ (65 50)
May 1, 2005	\$ (31,258 32)	\$ (131 28)
June 1, 2005	\$ (46,986 02)	\$ (197 34)
July 1, 2005	\$ (62,779 77)	\$ (263 68)
August 1, 2005	\$ (78,639 86)	\$ (330 29)
September 1, 2005	\$ (94,566 55)	\$ (397 18)
October 1, 2005	\$ (110,560 14)	\$ (464 35)
November 1, 2005	\$ (126,620 91)	\$ (531 81)
December 1, 2005	\$ (142,749 12)	\$ (599 55)
January 1, 2006	\$ (158,945 08)	\$ (667 57)
February 1, 2006	\$ (175,209 06)	\$ (735 88)
March 1, 2006	\$ (191,541 35)	\$ (804 47)
April 1, 2006	\$ (207,942 23)	\$ (873 36)
May 1, 2006	\$ (224,412 00)	\$ (942 53)
June 1, 2006	\$ (240,950 94)	\$ (1,011 99)
July 1, 2006	\$ (257,559 34)	\$ (1,081 75)
August 1, 2006	\$ (274,237 50)	\$ (1,151 80)
September 1, 2006	\$ (290,985 71)	\$ (1,222 14)
October 1, 2006	\$ (307,804 26)	\$ (1,292 78)
November 1, 2006	\$ (324,693 45)	\$ (1,363 71)
December 1, 2006	\$ (341,653 57)	\$ (1,434 94)
January 1, 2007	\$ (358,684 92)	\$ (1,506 48)
February 1, 2007	\$ (375,787 81)	\$ (1,578 31)
March 1, 2007	\$ (392,962 53)	\$ (1,650 44)
April 1, 2007	\$ (410,209 38)	\$ (1,722 88)
May 1, 2007	\$ (427,528 67)	\$ (1,795 62)
June 1, 2007	\$ (444,920 70)	\$ (1,868 67)
July 1, 2007	\$ (462,385 78)	\$ (1,942 02)

August 1, 2007	\$	(479,924 21)	\$	(2,015 68)
September 1, 2007	\$	(497,536 30)	\$	(2,089 65)
October 1, 2007	\$	(515,222 36)	\$	(2,163 93)
November 1, 2007	\$	(532,982 71)	\$	(2,238 53)
December 1, 2007	\$	(550,817 65)	\$	(2,313 43)
January 1, 2008	\$	(568,727 49)	\$	(2,388 66)
February 1, 2008	\$	(586,712 55)	\$	(2,464 19)
March 1, 2008	\$	(604,773 16)	\$	(2,540 05)
April 1, 2008	\$	(622,909 61)	\$	(2,616 22)
May 1, 2008	\$	(641,122 25)	\$	(2,692 71)
June 1, 2008	\$	(659,411 37)	\$	(2,769 53)
July 1, 2008	\$	(677,777 31)	\$	(2,846 66)
August 1, 2008	\$	(696,220 38)	\$	(2,924 13)
September 1, 2008	\$	(714,740 92)	\$	(3,001 91)
October 1, 2008	\$	(733,339 24)	\$	(3,080 02)
November 1, 2008	\$	(752,015 67)	\$	(3,158 47)
December 1, 2008	\$	(770,770 55)	\$	(3,237 24)
January 1, 2009	\$	(788,804 20)	\$	(3,312 98)
February 1, 2009	\$	(806,913 58)	\$	(3,389 04)
March 1, 2009	\$	(825,099 03)	\$	(3,465 42)
April 1, 2009	\$	(843,360 86)	\$	(3,542 12)
May 1, 2009	\$	(861,699 38)	\$	(3,619 14)
June 1, 2009	\$	(880,114 93)	\$	(3,696 48)
July 1, 2009	\$	(898,607 82)	\$	(3,774 15)
August 1, 2009	\$	(917,178 38)	\$	(3,852 15)
September 1, 2009	\$	(935,826 94)	\$	(3,930 47)
October 1, 2009	\$	(954,553 83)	\$	(4,009 13)
November 1, 2009	\$	(973,359 36)	\$	(4,088 11)
December 1, 2009	\$	(992,243 88)	\$	(4,167 42)
January 1, 2010	\$	(1,010,907 72)	\$	(4,245 81)
February 1, 2010	\$	(1,029,649 94)	\$	(4,324 53)
March 1, 2010	\$	(1,048,470 88)	\$	(4,403 58)
April 1, 2010	\$	(1,067,370 87)	\$	(4,482 96)
May 1, 2010	\$	(1,086,350 23)	\$	(4,562 67)
June 1, 2010	\$	(1,105,409 32)	\$	(4,642 72)
July 1, 2010	\$	(1,124,548 44)	\$	(4,723 10)
August 1, 2010	\$	(1,143,767 96)	\$	(4,803 83)
September 1, 2010	\$	(1,163,068 19)	\$	(4,884 89)
October 1, 2010	\$	(1,182,449 49)	\$	(4,966 29)
November 1, 2010	\$	(1,201,912 19)	\$	(5,048 03)
December 1, 2010	\$	(1,221,456 63)	\$	(5,130 12)
January 1, 2011	\$	(1,241,083 16)	\$	(5,212 55)
February 1, 2011	\$	(1,241,776 64)	\$	(5,215 46)
March 1, 2011	\$	(1,242,473 03)	\$	(5,218 39)
April 1, 2011	\$	(1,243,172 34)	\$	(5,221 32)
May 1, 2011	\$	(1,243,874 60)	\$	(5,224 27)
June 1, 2011	\$	(1,243,779 80)	\$	(5,223 88)
July 1, 2011	\$	(1,243,684 61)	\$	(5,223 48)
August 1, 2011	\$	(1,243,589 01)	\$	(5,223 07)

September 1, 2011	\$ (1,243,493 02)	\$ (5,222 67)
October 1, 2011	\$ (1,243,396 62)	\$ (5,222 27)
November 1, 2011	\$ (1,243,299 81)	\$ (5,221 86)
December 1, 2011	\$ (1,243,202 60)	\$ (5,221 45)
January 1, 2012	\$ (1,243,104 98)	\$ (5,221 04)
February 1, 2012	\$ (1,243,006 95)	\$ (5,220 63)
March 1, 2012	\$ (1,242,908 51)	\$ (5,220 22)
April 1, 2012	\$ (1,242,809 66)	\$ (5,219 80)
May 1, 2012	\$ (1,242,710 39)	\$ (5,219 38)
June 1, 2012	\$ (1,242,610 70)	\$ (5,218 96)
July 1, 2012	\$ (1,242,510 60)	\$ (5,218 54)
August 1, 2012	\$ (1,242,410 07)	\$ (5,218 12)
September 1, 2012	\$ (1,242,309 12)	\$ (5,217 70)
October 1, 2012	\$ (1,242,207 75)	\$ (5,217 27)
November 1, 2012	\$ (1,242,105 96)	\$ (5,216 85)
December 1, 2012	\$ (1,242,003 73)	\$ (5,216 42)
January 1, 2013	\$ (1,241,901 08)	\$ (5,215 98)
February 1, 2013	\$ (1,241,797 99)	\$ (5,215 55)
March 1, 2013	\$ (1,241,694 47)	\$ (5,215 12)
April 1, 2013	\$ (1,241,590 52)	\$ (5,214 68)
May 1, 2013	\$ (1,241,486 13)	\$ (5,214 24)
June 1, 2013	\$ (1,241,381 30)	\$ (5,213 80)
July 1, 2013	\$ (1,241,276 03)	\$ (5,213 36)
August 1, 2013	\$ (1,241,170 32)	\$ (5,212 92)
September 1, 2013	\$ (1,241,064 17)	\$ (5,212 47)
October 1, 2013	\$ (1,240,957 57)	\$ (5,212 02)
November 1, 2013	\$ (1,240,850 52)	\$ (5,211 57)
December 1, 2013	\$ (1,240,743 02)	\$ (5,211 12)
January 1, 2014	\$ (1,240,635 07)	\$ (5,210 67)
February 1, 2014	\$ (1,240,526 67)	\$ (5,210 21)
March 1, 2014	\$ (1,240,417 81)	\$ (5,209 75)
April 1, 2014	\$ (1,240,308 50)	\$ (5,209 30)
May 1, 2014	\$ (1,240,198 72)	\$ (5,208 83)
June 1, 2014	\$ (1,240,088 49)	\$ (5,208 37)
July 1, 2014	\$ (1,239,977 79)	\$ (5,207 91)
August 1, 2014	\$ (1,239,866 62)	\$ (5,207 44)
September 1, 2014	\$ (1,239,754 99)	\$ (5,206 97)
October 1, 2014	\$ (1,239,642 89)	\$ (5,206 50)
November 1, 2014	\$ (1,239,530 32)	\$ (5,206 03)
December 1, 2014	\$ (1,239,417 28)	\$ (5,205 55)
January 1, 2015	\$ (1,238,803 76)	\$ (5,202 98)
February 1, 2015	\$ (1,238,187 67)	\$ (5,200 39)
March 1, 2015	\$ (1,237,568 99)	\$ (5,197 79)
April 1, 2015	\$ (1,236,947 71)	\$ (5,195 18)
May 1, 2015	\$ (1,236,323 82)	\$ (5,192 56)
June 1, 2015	\$ (1,235,697 31)	\$ (5,189 93)
July 1, 2015	\$ (1,235,068 17)	\$ (5,187 29)
August 1, 2015	\$ (1,234,436 38)	\$ (5,184 63)
September 1, 2015	\$ (1,233,801 95)	\$ (5,181 97)

October 1, 2015	\$	(1,233,164 84)	\$	(5,179 29)
November 1, 2015	\$	(1,232,525 07)	\$	(5,176 61)
December 1, 2015	\$	(1,231,882 60)	\$	(5,173 91)
January 1, 2016	\$	(1,231,237 44)	\$	(5,171 20)
February 1, 2016	\$	(1,230,589 57)	\$	(5,168 48)
March 1, 2016	\$	(1,229,938 97)	\$	(5,165 74)
April 1, 2016	\$	(1,229,285 65)	\$	(5,163 00)
May 1, 2016	\$	(1,228,629 58)	\$	(5,160 24)
June 1, 2016	\$	(1,227,970 75)	\$	(5,157 48)
July 1, 2016	\$	(1,227,309 16)	\$	(5,154 70)
August 1, 2016	\$	(1,226,644 79)	\$	(5,151 91)
September 1, 2016	\$	(1,225,977 62)	\$	(5,149 11)
October 1, 2016	\$	(1,225,307 66)	\$	(5,146 29)
November 1, 2016	\$	(1,224,634 88)	\$	(5,143 47)
December 1, 2016	\$	(1,223,959 28)	\$	(5,140 63)
January 1, 2017	\$	(1,223,280 84)	\$	(5,137 78)
February 1, 2017	\$	(1,222,599 55)	\$	(5,134 92)
March 1, 2017	\$	(1,221,915 40)	\$	(5,132 04)
April 1, 2017	\$	(1,221,228 37)	\$	(5,129 16)
May 1, 2017	\$	(1,220,538 46)	\$	(5,126 26)
June 1, 2017	\$	(1,219,845 65)	\$	(5,123 35)
July 1, 2017	\$	(1,219,149 93)	\$	(5,120 43)
August 1, 2017	\$	(1,218,451 29)	\$	(5,117 50)
September 1, 2017	\$	(1,217,749 72)	\$	(5,114 55)
October 1, 2017	\$	(1,217,045 20)	\$	(5,111 59)
November 1, 2017	\$	(1,216,337 72)	\$	(5,108 62)
December 1, 2017	\$	(1,215,627 26)	\$	(5,105 63)
January 1, 2018	\$	(1,214,913 83)	\$	(5,102 64)
February 1, 2018	\$	(1,214,197 40)	\$	(5,099 63)
March 1, 2018	\$	(1,213,477 96)	\$	(5,096 61)
April 1, 2018	\$	(1,212,755 49)	\$	(5,093 57)
May 1, 2018	\$	(1,212,030 00)	\$	(5,090 53)
June 1, 2018	\$	(1,211,301 45)	\$	(5,087 47)
July 1, 2018	\$	(1,210,569 85)	\$	(5,084 39)
August 1, 2018	\$	(1,209,835 17)	\$	(5,081 31)
September 1, 2018	\$	(1,209,097 41)	\$	(5,078 21)
October 1, 2018	\$	(1,208,356 55)	\$	(5,075 10)
November 1, 2018	\$	(1,207,612 58)	\$	(5,071 97)
December 1, 2018	\$	(1,206,865 48)	\$	(5,068 84)
January 1, 2019	\$	(1,206,115 24)	\$	(5,065 68)
February 1, 2019	\$	(1,205,361 86)	\$	(5,062 52)
March 1, 2019	\$	(1,204,605 31)	\$	(5,059 34)
April 1, 2019	\$	(1,203,845 58)	\$	(5,056 15)
May 1, 2019	\$	(1,200,220 04)	\$	(5,040 92)
June 1, 2019	\$	(1,196,579 26)	\$	(5,025 63)
July 1, 2019	\$	(1,192,923 20)	\$	(5,010 28)
August 1, 2019	\$	(1,189,251 78)	\$	(4,994 86)
September 1, 2019	\$	(1,185,564 94)	\$	(4,979 37)
October 1, 2019	\$	(1,181,862 62)	\$	(4,963 82)

November 1, 2019	\$	(1,178,144 75)	\$	(4,948 21)
December 1, 2019	\$	(1,174,411 26)	\$	(4,932 53)
January 1, 2020	\$	(1,170,662 09)	\$	(4,916 78)
February 1, 2020	\$	(1,166,897 18)	\$	(4,900 97)
March 1, 2020	\$	(1,163,116 45)	\$	(4,885 09)
April 1, 2020	\$	(1,159,319 84)	\$	(4,869 14)
May 1, 2020	\$	(1,155,507 29)	\$	(4,853 13)
June 1, 2020	\$	(1,151,678 73)	\$	(4,837 05)
July 1, 2020	\$	(1,147,834 08)	\$	(4,820 90)
August 1, 2020	\$	(1,143,973 29)	\$	(4,804 69)
September 1, 2020	\$	(1,140,096 28)	\$	(4,788 40)
October 1, 2020	\$	(1,136,202 99)	\$	(4,772 05)
November 1, 2020	\$	(1,132,293 34)	\$	(4,755 63)
December 1, 2020	\$	(1,128,367 28)	\$	(4,739 14)
January 1, 2021	\$	(1,124,424 73)	\$	(4,722 58)
February 1, 2021	\$	(1,120,465 62)	\$	(4,705 96)
March 1, 2021	\$	(1,116,489 88)	\$	(4,689 26)
April 1, 2021	\$	(1,112,497 44)	\$	(4,672 49)
May 1, 2021	\$	(1,108,488 23)	\$	(4,655 65)
June 1, 2021	\$	(1,104,462 19)	\$	(4,638 74)
July 1, 2021	\$	(1,100,419 23)	\$	(4,621 76)
August 1, 2021	\$	(1,096,359 30)	\$	(4,604 71)
September 1, 2021	\$	(1,092,282 31)	\$	(4,587 59)
October 1, 2021	\$	(1,088,188 20)	\$	(4,570 39)
November 1, 2021	\$	(1,084,076 89)	\$	(4,553 12)
December 1, 2021	\$	(1,079,948 32)	\$	(4,535 78)
January 1, 2022	\$	(1,075,802 41)	\$	(4,518 37)
February 1, 2022	\$	(1,071,639 08)	\$	(4,500 88)
March 1, 2022	\$	(1,067,458 27)	\$	(4,483 32)
April 1, 2022	\$	(1,063,259 90)	\$	(4,465 69)
May 1, 2022	\$	(1,059,043 89)	\$	(4,447 98)
June 1, 2022	\$	(1,054,810 18)	\$	(4,430 20)
July 1, 2022	\$	(1,050,558 69)	\$	(4,412 35)
August 1, 2022	\$	(1,046,289 34)	\$	(4,394 42)
September 1, 2022	\$	(1,042,002 06)	\$	(4,376 41)
October 1, 2022	\$	(1,037,696 77)	\$	(4,358 33)
November 1, 2022	\$	(1,033,373 40)	\$	(4,340 17)
December 1, 2022	\$	(1,029,031 88)	\$	(4,321 93)
January 1, 2023	\$	(1,024,672 11)	\$	(4,303 62)
February 1, 2023	\$	(1,020,294 04)	\$	(4,285 23)
March 1, 2023	\$	(1,015,897 58)	\$	(4,266 77)
April 1, 2023	\$	(1,011,482 65)	\$	(4,248 23)
May 1, 2023	\$	(1,007,049 19)	\$	(4,229 61)
June 1, 2023	\$	(1,002,597 10)	\$	(4,210 91)
July 1, 2023	\$	(998,126 31)	\$	(4,192 13)
August 1, 2023	\$	(993,636 74)	\$	(4,173 27)
September 1, 2023	\$	(989,128 32)	\$	(4,154 34)
October 1, 2023	\$	(984,600 96)	\$	(4,135 32)
November 1, 2023	\$	(980,054 59)	\$	(4,116 23)

December 1, 2023	\$	(975,489 13)	\$	(4,097 05)
January 1, 2024	\$	(970,904 48)	\$	(4,077 80)
February 1, 2024	\$	(966,300 59)	\$	(4,058 46)
March 1, 2024	\$	(961,677 35)	\$	(4,039 04)
April 1, 2024	\$	(957,034 70)	\$	(4,019 55)
May 1, 2024	\$	(952,372 55)	\$	(3,999 96)
June 1, 2024	\$	(947,690 82)	\$	(3,980 30)
July 1, 2024	\$	(942,989 43)	\$	(3,960 56)
August 1, 2024	\$	(938,268 29)	\$	(3,940 73)
September 1, 2024	\$	(933,527 32)	\$	(3,920 81)
October 1, 2024	\$	(928,766 44)	\$	(3,900 82)
November 1, 2024	\$	(923,985 56)	\$	(3,880 74)
December 1, 2024	\$	(919,184 60)	\$	(3,860 58)
January 1, 2025	\$	(914,363 48)	\$	(3,840 33)
February 1, 2025	\$	(909,522 11)	\$	(3,819 99)
March 1, 2025	\$	(904,660 41)	\$	(3,799 57)
April 1, 2025	\$	(899,778 29)	\$	(3,779 07)
May 1, 2025	\$	(894,875 66)	\$	(3,758 48)
June 1, 2025	\$	(889,952 44)	\$	(3,737 80)
July 1, 2025	\$	(885,008 55)	\$	(3,717 04)
August 1, 2025	\$	(880,043 89)	\$	(3,696 18)
September 1, 2025	\$	(875,058 38)	\$	(3,675 25)
October 1, 2025	\$	(870,051 93)	\$	(3,654 22)
November 1, 2025	\$	(865,024 45)	\$	(3,633 10)
December 1, 2025	\$	(859,975 86)	\$	(3,611 90)
January 1, 2026	\$	(854,906 06)	\$	(3,590 61)
February 1, 2026	\$	(849,814 97)	\$	(3,569 22)
March 1, 2026	\$	(844,702 50)	\$	(3,547 75)
April 1, 2026	\$	(839,568 55)	\$	(3,526 19)
May 1, 2026	\$	(834,413 04)	\$	(3,504 53)
June 1, 2026	\$	(829,235 88)	\$	(3,482 79)
July 1, 2026	\$	(824,036 98)	\$	(3,460 96)
August 1, 2026	\$	(818,816 24)	\$	(3,439 03)
September 1, 2026	\$	(813,573 57)	\$	(3,417 01)
October 1, 2026	\$	(808,308 88)	\$	(3,394 90)
November 1, 2026	\$	(803,022 08)	\$	(3,372 69)
December 1, 2026	\$	(797,713 08)	\$	(3,350 39)
January 1, 2027	\$	(792,381 78)	\$	(3,328 00)
February 1, 2027	\$	(771,947 16)	\$	(3,242 18)
March 1, 2027	\$	(751,426 71)	\$	(3,155 99)
April 1, 2027	\$	(730,820 07)	\$	(3,069 44)
May 1, 2027	\$	(710,126 89)	\$	(2,982 53)
June 1, 2027	\$	(689,346 80)	\$	(2,895 26)
July 1, 2027	\$	(668,479 43)	\$	(2,807 61)
August 1, 2027	\$	(647,524 42)	\$	(2,719 60)
September 1, 2027	\$	(626,481 40)	\$	(2,631 22)
October 1, 2027	\$	(605,349 99)	\$	(2,542 47)
November 1, 2027	\$	(584,129 84)	\$	(2,453 35)
December 1, 2027	\$	(562,820 56)	\$	(2,363 85)

January 1, 2028	\$	(541,421 78)	\$	(2,273 97)
February 1, 2028	\$	(519,933 12)	\$	(2,183 72)
March 1, 2028	\$	(498,354 21)	\$	(2,093 09)
April 1, 2028	\$	(476,684 68)	\$	(2,002 08)
May 1, 2028	\$	(454,924 13)	\$	(1,910 68)
June 1, 2028	\$	(433,072 18)	\$	(1,818 90)
July 1, 2028	\$	(411,128 46)	\$	(1,726 74)
August 1, 2028	\$	(389,092 57)	\$	(1,634 19)
September 1, 2028	\$	(366,964 14)	\$	(1,541 25)
October 1, 2028	\$	(344,742 76)	\$	(1,447 92)
November 1, 2028	\$	(322,428 05)	\$	(1,354 20)
December 1, 2028	\$	(300,019 62)	\$	(1,260 08)
January 1, 2029	\$	(277,517 08)	\$	(1,165 57)
February 1, 2029	\$	(254,920 03)	\$	(1,070 66)
March 1, 2029	\$	(232,228 07)	\$	(975 36)
April 1, 2029	\$	(209,440 80)	\$	(879.65)
May 1, 2029	\$	(186,557 82)	\$	(783 54)
June 1, 2029	\$	(163,578 74)	\$	(687 03)
July 1, 2029	\$	(140,503 15)	\$	(590 11)
August 1, 2029	\$	(117,330 63)	\$	(492 79)
September 1, 2029	\$	(94,060 80)	\$	(395 06)
October 1, 2029	\$	(70,693 22)	\$	(296 91)
November 1, 2029	\$	(47,227 51)	\$	(198 36)
December 1, 2029	\$	(23,663 24)	\$	(99 39)
January 1, 2030	\$	0 00	\$	0 00

SCHEDULE 3

CERTIFICATE AND AGREEMENT REGARDING MATTERS OF RECORD

THIS Certificate and Agreement Regarding Matters of Record (this "Certificate") is delivered by _____, a _____ ("Tenant"), pursuant to Section 30 of Part II of that certain Lease dated as of _____, 2004, by and between _____, as Landlord (herein so called), and Tenant (the "Lease")

Tenant has prepared or had prepared a [description of instrument], a copy of which is attached hereto (the "Instrument"), to be filed of record with respect to the Premises (as defined in the Lease) and has requested, and does hereby request, that Landlord and Lender (as defined in the Lease) consent to, execute, acknowledge and deliver the Instrument which will be filed of record by Tenant, and that Lender subordinate its Mortgage (as defined in the Lease) and other loan documents to the Instrument or, in connection with any Dedication (as defined in the Lease), that Lender release its Mortgage with respect to the portion of the Premises that is the subject of such Dedication. In order to induce Landlord and Lender to take such actions, and with the understanding that Landlord and Lender will rely on the matters set forth herein, Tenant does hereby represent, warrant and certify to, and agree with for the benefit of Landlord and Lender as follows

1 Tenant hereby consents to the Instrument, and agrees that the Instrument shall constitute a "Matter of Record" as defined in Section 29 of Part II of the Lease.

2 Tenant hereby represents, warrants and certifies to Landlord and Lender that:

- (a) A true, correct and complete copy of the Instrument is attached to this Certificate,
- (b) The Instrument is not detrimental in any material respect to the proper conduct of Tenant's business on the Premises,
- (c) The Instrument does not adversely affect the value of the Premises (or does not reduce the fair market value of the Premises by an amount greater than the amount of the consideration being paid to Landlord for such Instrument) or unreasonably render the use of the Premises dependent upon any other property or unreasonably condition the use of the Premises upon the use of any other property,
- (d) The Instrument does not materially impair Tenant's use or operation of the Premises, and
- (e) The consideration, if any, being paid for such Instrument is \$_____, and Tenant considers the consideration, if any, being paid for such Instrument to be fair and adequate, and if the consideration payable in connection with such Instrument exceeds two percent (2%) of the amount set forth on Exhibit E to the

Lease, Tenant hereby waives any right to such consideration and agrees that all such consideration shall be paid to Landlord

3 Tenant agrees that for so long as the Lease is in effect, it will perform all obligations, if any, of Landlord under or pursuant to the Instrument and will remain obligated under the Lease in accordance with its terms

4 **[IF APPLICABLE]** Attached hereto is a true, correct and complete copy of an updated ALTA survey of the Premises prepared by [name of surveyor], or a site plan or other depiction (which must be acceptable to Landlord and its Lender in their reasonable discretion), which shows the location on the Premises of all grants, releases, easements, dedications, transfers, petitions and other rights or encumbrances arising pursuant to the Instrument, or which otherwise indicates the effect of the Instrument on the Premises.

5 **[IF APPLICABLE]** Attached hereto are true, correct and complete copies of certificates or agreements by [name of other property owners or governmental authorities required to approve the matters affected by the Instrument] necessary or appropriate to consent to, create or implement the matters contained in the Instrument

6 Attached hereto is the commitment of [name of title insurer] to issue an endorsement to the loan policy of title insurance delivered to Lender with respect to the Premises indicating that after filing the Instrument, [the Mortgage will remain a first lien on the Premises][OR, WITH RESPECT TO A DEDICATION, the Mortgage will remain a first lien on the portion of the Premises remaining after the Dedication] subject only to the exceptions which were contained in such policy of title insurance and the Instrument

7 Tenant agrees that all of its obligations under the Lease shall continue notwithstanding the execution, acknowledgment, delivery and filing of the Instrument

8 Tenant agrees to immediately notify Landlord and Lender in writing in the event of any changes to any of the matters set forth in this Certificate

9 Tenant will promptly pay all out-of-pocket costs and expenses incurred by Landlord and Lender in connection with said Instrument including, without limitation, reasonable attorneys' fees

IN WITNESS WHEREOF, the undersigned has executed this Certificate effective as of _____,

[NAME OF TENANT],

a _____

By: _____

Its: _____

[Acknowledgment Form to be modified as necessary to comply
with the laws of the state in which the Premises are located]

STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, on the ____ day of _____, _____, personally appeared _____, _____ of _____, a _____, and acknowledged that he executed the above instrument as his free act and deed and on behalf of said _____

Notary Public

My Commission Expires

GUARANTOR'S CONSENT

This Guarantor's Consent (this "Consent") is a part of the foregoing Certificate and Agreement Regarding Matters of Record. The undersigned hereby executes and delivers this Consent to indicate and evidence the following:

1. The undersigned consents to the Instrument and its effect upon the Premises, the Tenant and the Lease.

2. The Corporate Guaranty executed by the undersigned as of _____, 2004, with respect to the Lease shall continue and remain in full force and effect notwithstanding the Instrument.

3. The credit rating of the undersigned is not lower than Moody's Baa3 or S&P's BBB.

4. The undersigned has executed and delivered this Consent in order to induce Landlord and Lender to consent to and to execute, acknowledge, deliver and file of record the Instrument, and the undersigned acknowledges that Landlord and Lender will rely on this Consent.

EXECUTED this _____ day of _____, _____

CVS CORPORATION,
a Delaware corporation

By. _____
Its _____

Attest

_____, Secretary

[Corporate Seal]

Store No. 4545
Macon, GA

SCHEDULE 4

SITE PLAN DESCRIPTION

“CVS/Pharmacy Store Number 4545 Relo, Northside Drive and Forest Hill Road, Macon, GA”, prepared by Foresite Group, Inc., dated March 25, 2004, designated as Job No. Northside Drive.

CVS Store No 4545
Macon, Georgia

SCHEDULE 5

ADDITIONAL LEASE TERMS

- 1 Estimated Fair Market Sales Value of the Building as of the Lease Commencement Date
\$3,505,771.17
- 2 Lease Commencement Date December 22, 2004
3. Date of Rent Commencement: April 1, 2005
4. Substantial Completion Date September 30, 2005
- 5 Occupancy Date March 13, 2005 .
- 6 Final Amortization Date February 1, 2027
- 7 Number of Fixed Rate Extension Periods Two (2)
- 8 Subdivision Escrow Property No
- 9 Completion Reserve Amount \$843,205 29

Store No 4545
Macon, GA
SCP 2004E-032 LLC

Exhibit "A"

All that tract or parcel of land lying and being in land lot 329 of the 13th District, Bibb County, Georgia, containing 1 500 acres and being more particularly described as follows.

BEGINNING at a iron pin placed found at the mitered intersection of the Northerly right of way line of Northside Drive (right of way varies) and the Easterly right of way line of Forest Hill Road (70 foot right of way), thence along said miter North 50°22'56" West a distance of 29.79 feet to an iron pin placed; thence continuing along said right of way North 16°04'00" West a distance of 215.23 feet to a right of way monument, thence continuing along said right of way along a curve to the left an arc distance of 35.33 feet, said arc having a radius of 2887 07 feet being subtended by a chord whose bearing is North 16°24'14" West and a distance of 35.33 feet to a iron pin placed; thence leaving said right of way North 72°18'59" East and a distance of 31.53 feet to an iron pin placed, thence South 88°24'45" East a distance of 254.24 feet to a iron pin placed, thence South 01°09'44" West a distance of 267 49 feet to an iron pin placed on the northerly right of way line of Northside Drive, thence along said right of way North 88°24'20" West a distance of 186 33 feet to a iron pin placed and the true point of beginning.

TOGETHER WITH those easement rights arising under that certain Reciprocal Easement and Restrictive Covenant agreement by and between Treaty Fields, LLC, a Georgia limited liability company and CVS 4545 GA, L L C., a Delaware limited liability company, dated August 16, 2004, filed for record August 17, 2004, recorded in Deed Book 6309, page 137, Records of Bibb County, Georgia

Store No. 4545
Macon, GA
SCP 2004E-032 LLC

Exhibit "B"

- 1 Drainage rights as contained in that certain Right of Way Deed from Mrs Elizabeth B. Roby to Bibb County, Georgia, dated April 16, 1954, filed for record May 25, 1954, recorded in Deed Book 680, page 525, Records of Bibb County, Georgia

2. Reciprocal Easement and Restrictive Covenants Agreement by and between Treaty Fields, LLC, a Georgia limited liability company and CVS 4545 GA, L.L.C , a Delaware limited liability company, dated August 16, 2004, filed for record August 17, 2004, recorded in Deed Book 6309, page 137, aforesaid records.

EXHIBIT C

SURVEY CERTIFICATION

To

Wells Fargo Bank Northwest, National Association
Trustee for Borrower's Lender(s)

and

[Name of Borrower]

Certification for Survey

In connection with the closing of a mortgage loan to **[NAME OF BORROWER]**, its successors and assigns ("Borrower") by Wells Fargo Bank Northwest, National Association, as Trustee for Borrower's lender(s), its successors and assigns as Trustee ("Lender"), the undersigned, understanding that Lender will rely upon the certifications contained herein in making and disbursing said loan, hereby certifies to Lender, Chicago Title Insurance Company and Borrower, and their respective successors and assigns, that:

1 The survey to which this certificate is attached, prepared by the undersigned, a professional registered engineer or registered land surveyor of _____ ("Survey Company") entitled the _____ ("Survey") was actually made by instrument survey upon the ground versus photogrammetry or other methods

2. The Survey was prepared in accordance with ALTA/ACSM guidelines and constitutes an accurate survey of the property known by the street address of _____.

3 The Survey and the information, courses and distances shown thereon, including without limitation, all setback and yard lines, are correct and the boundary description on the survey forms a mathematically closed figure

4 The title lines described in the legal description on the survey and shown on the Survey, and the lines of actual possession are the same

5 The size, location and type of buildings, structures and improvements are as shown.

6 Said buildings, structures and improvements constitute all of the improvements on said premises and all are within the boundary lines of the property.

7. There are no violations of zoning ordinances, restrictions or other rules and regulations with reference to the location of said buildings, structures and improvements, including, without limitation, restrictions relating to height, frontage area, yard size and set back areas

8 Based upon a careful physical inspection of the premises, there are no easements or rights of way over, encroachments by improvements located on adjacent property onto, or uses affecting, this property or easement areas existing for the benefit of land adjacent to this property, except such, if any, as are shown on the survey

9 There are no encroachments by any of the improvements located on said premises onto adjacent property or onto easement areas of others, except such, if any, as are shown on the survey

10. The property is serviced by all public utility services required for the operation of the premises. All such utilities either enter the premises through adjoining public streets or the Survey shows the point of entry and location of any utilities which pass through or are located on adjoining private land

11 The premises have direct access to _____ dedicated public way(s) [LIST ALL ACCESS ROUTES TO ALL PUBLIC STREETS] and there are no streets abutting the property which are described in recorded documents, yet not physically opened

12 The Survey shows the location and direction of all storm drainage systems for the collection and disposal of all roof and surface drainage

13. Any discharge into streams, rivers or other conveyance system is shown on the Survey

14 That certain preliminary insurance commitment dated _____ issued by the _____ Title Insurance Company was reviewed by the undersigned and the Survey reflects all of the exceptions contained in Schedule B of that commitment or, if any such exceptions cannot be located, the same are indicated in the Notes appearing on this Survey as being unlocatable.

15 Record bearings, angles and distances do not differ from measured bearings, angles or distances unless clearly indicated on the survey

16 The property surveyed is a separate and distinct parcel and is not part of an overall larger parcel of land and represents a separate parcel for real estate tax purposes

17 There does not appear to be any use of the property other than by its occupants.

18. There are no visible cemeteries or burying grounds on the property

19 The parcel(s) described hereon does (do) not lie within any 100-year flood hazard areas as defined by FEMA through its NFIP as reflected on either the FHBM or FIRM maps, as amended from time to time

20. The property has a total of _____ on-site parking spaces, of which _____ are reserved for the physically challenged The aggregate number of parking spaces provided complies with any zoning or other governmental requirements therefor

21. This is to certify that this map or plat and the survey on which it is based were made (i) in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Survey," jointly established and adopted by ALTA and ACSM in 1992, and includes Items 2,3,6,7(a), 7(b)(1), 7(c), 8, 9, 10, 11, 13 and 14 of Table A thereof, and (ii) pursuant to the Accuracy Standards (as adopted by ALTA and ACSM and in effect on the date of this certification) of a(n) _____ [INSERT "URBAN," "SUBURBAN," "RURAL," OR "MOUNTAIN/MARSHLAND" HERE] Survey.

Dated _____

[Survey Company]

[SEAL OF PROFESSIONAL REGISTERED
ENGINEER OR REGISTERED
LAND SURVEYOR]

Name _____

Title: _____

EXHIBIT D**COMPLETION CERTIFICATE**

TO _____ ("Landlord") and _____ ("Lender")

RE Lease between _____ ("Tenant") and Landlord (the "Lease"),
dated as of _____, 2004, with respect to CVS Store No _____ in
_____ ("Project")

DATE _____, 200__

1. This Certificate is submitted by the undersigned to Landlord and Lender for the above-referenced Project in connection with the requirements of Section 45 of Part II of the Lease.

2 The undersigned hereby certifies, warrants and represents to Landlord and Lender that.

2 1 The Project has been fully completed in good and workmanlike manner and in accordance with all Laws and Legal Requirements (as defined in the Lease), as well as any plans and specifications therefor. The Building (as defined in the Lease) has been completed (A) in accordance with current standards of stores for CVS Corporation in the United States, with approximate ground floor square footage of _____, with ground floor dimensions as shown in general on Exhibit A hereto, (B) in accordance with the Site Plan attached as a Schedule to the Lease subject to such revisions to such Site Plan as are permitted under Section 45(a)(ii) of Part II of the Lease, and (C) otherwise substantially as contemplated by the appraisal of Project delivered to Lender in connection with the Landlord's purchase of the Project,

2 2 The costs for completion of the Project shall be paid promptly, so that the Project and Tenant's leasehold estate therein shall at all times be free from (A) liens for labor or materials supplied or claimed to have been supplied to the premises or Tenant, and (B) chattel mortgages, conditional sales contracts, title retention agreements, security interests and agreements and financing agreements and statements;

2 3 A permanent certificate of occupancy dated _____, 200__, has been issued with respect to the Project by the appropriate local authority and is attached hereto,

2 4 An "as built" survey has been completed for the Project and is attached hereto; and

2.5 All conditions to Substantial Completion (as defined in the Lease) have been satisfied by Tenant

WITNESS the execution hereof as of the ____ day of _____, ____

By _____

Name _____

Title _____

CVS Store No 4545
Macon, Georgia

EXHIBIT E

EXHIBIT E AMOUNT

\$3,505,771 17

EXHIBIT F**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

This Subordination, Non-Disturbance and Attornment Agreement (this "Agreement") is dated as of the Effective Date set forth on **Schedule A** attached hereto and made a part hereof between WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION [GA: **VAL T. ORTON, as Co-Trustee**], as Trustee ("Lender"), the Lessee set forth on **Schedule A** attached hereto and made a part hereof ("Tenant"), and the Borrower set forth on **Schedule A** attached hereto and made a part hereof ("Landlord")

RECITALS

- A Tenant is the tenant under that certain Lease described on **Schedule A** attached hereto and made a part hereof (the "Lease"), of the premises described in **Exhibit A** attached hereto and made a part hereof (the "Land"), together with the buildings and improvements located on the Land ("Improvements") (collectively, the "Mortgaged Property") A memorandum or short form of the Lease may be recorded approximately simultaneously with the recording of this Agreement with the Registry of Deeds/Office of the Clerk or in the Land Records, as applicable, in the county or counties, city or cities, or town or towns as applicable, and state or commonwealth where the Land is located (the "Registry").
- B This Agreement is being entered into in connection with a mortgage loan (the "Loan") from Lender to Landlord, secured by, inter alia (a) a first mortgage, deed of trust or deed to secure debt on and of the Landlord's interest in the Mortgaged Property (the "Security Instrument") dated as of the Effective Date to be recorded with the Registry concurrently with, but prior to, the recording of this Agreement, and (b) a first assignment of lease and rents (the "Assignment of Lease and Rents") dated as of even date herewith to be recorded with the Registry concurrently with, but prior to, the recording of this Agreement The Security Instrument and the Assignment of Lease and Rents are hereinafter collectively referred to as the "Loan Documents "

AGREEMENT

For mutual consideration, including the mutual covenants and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

- 1 Tenant agrees that the Lease, subject to the provisions of Section 20(a) of Part II of the Lease, and notwithstanding the exercise of a "Substitute Collateral Right" pursuant to paragraph 19 of the Security Instrument, is and shall be, at the option of Lender upon notice to Tenant, at any time and from time to time, either subject and subordinate, or superior, to the Loan Documents and to all present or future advances under the obligations secured thereby and all renewals, amendments, modifications, consolidations, replacements and extensions of the secured obligations and the Loan Documents, to the full extent of all amounts secured by the Loan Documents from time to time Such options of Lender may be exercised an unlimited number of times This Agreement shall constitute notice to Tenant that for the time being, until further written notice to the

contrary, Lender elects that the Lease is and shall be subject and subordinate as aforesaid. In addition, to the extent that the Lease shall entitle Tenant to notice of any mortgage, this Agreement shall constitute such notice to Tenant with respect to the Security Instrument.

2. Notwithstanding the provisions of Section 1 hereof, Lender agrees that, if the Lender exercises any of its rights under the Loan Documents, including an entry by Lender pursuant to the Security Instrument or a foreclosure of, or exercise of any power of sale under, the Security Instrument, or any sale or transfer in lieu thereof, Lender shall not disturb Tenant's right of quiet possession of the Mortgaged Property under the terms of the Lease so long as no "Event of Default" (as defined in the Lease) shall have occurred and be continuing.
3. Tenant agrees that, in the event of a foreclosure of the Security Instrument by Lender or the acceptance of a conveyance in lieu of foreclosure by Lender or any other succession of Lender to ownership of Landlord's interest in the Mortgaged Property, Tenant will attorn to and recognize Lender as its landlord under the Lease for the remainder of the Term (as defined in the Lease) of the Lease (including all extension periods which have been or are hereafter exercised) upon the same terms and conditions as are set forth in the Lease, and Tenant hereby agrees to pay and perform all of the obligations of Tenant pursuant to the Lease.
4. Tenant agrees that, in the event Lender succeeds to the interest of Landlord under the Lease, Lender shall not be
 - (a) liable for any act or omission of any prior Landlord (including, without limitation, the then defaulting Landlord), or
 - (b) subject to any defense or offsets which Tenant may have against any prior Landlord (including, without limitation, the then defaulting Landlord), or
 - (c) bound by any payment of "Fixed Rent" or "Additional Rent" [**FLA: "Additional Obligations"**] (as such terms are defined in the Lease) which Tenant might have paid for more than one month in advance of the due date under the Lease to any prior Landlord, (including, without limitation, the then defaulting Landlord), except to the extent such monies are actually received by Lender, or
 - (d) bound by any obligation of any prior Landlord to make any payment to Tenant which was required to be made prior to the time Lender succeeded to any such prior Landlord's interest, except the obligations set forth in paragraph 33 (Completion Reserve) of the Security Instrument, or
 - (e) accountable for any monies deposited with any prior Landlord (including security deposits), except to the extent such monies are actually received by Lender, or
 - (f) bound by any amendment or modification of the Lease or by any waiver or forbearance on the part of any prior Landlord (including, without limitation, the then defaulting Landlord), in either case to the extent the same is made or given without the prior written consent of Lender, or

- (g) liable with respect to warranties or indemnities of any nature whatsoever made by any prior Landlord (including, without limitation, the then defaulting Landlord), including any warranties or indemnities regarding use, compliance with zoning, hazardous wastes or environmental laws, Landlord's title, Landlord's authority, habitability, fitness for purpose, or possession except for the limited covenant of title set forth in the Lease. In the event that Lender shall acquire Landlord's estate in and to the Mortgaged Property, Lender shall have no obligation, nor incur any liability, beyond Lender's then equity interest, if any, in the Mortgaged Property, and Tenant shall look exclusively to such equity interest of Lender, if any, in the Mortgaged Property for the payment and discharge of any obligations or liability imposed upon Lender hereunder, under the Lease or under any new lease of the Mortgaged Property, except with respect to the misappropriation of insurance or condemnation proceeds which have been received by Lender.
5. Tenant hereby acknowledges Lender as being entitled to copies of all notices of Landlord default(s), if any, under the Lease in the same manner as, and whenever, Tenant shall give any such notice of default to Landlord, and no such notice of default shall be deemed given to Landlord unless and until a copy of such notice shall have been so delivered to Lender. Tenant shall accept performance by Lender of any term, covenant, condition or agreement to be performed by Landlord under the Lease with the same force and effect as though performed by Landlord and shall accept notices of default from Lender. Lender's cure of Landlord's default shall not be considered an assumption by Lender of Landlord's other obligations under the Lease. If, in curing any such default, Lender requires access to the Mortgaged Property to effect such cure, Tenant shall furnish access to the Mortgaged Property to Lender as required by Lender to effect such cure at all reasonable times and manners, provided that Tenant's occupancy, use and enjoyment of the Mortgaged Property is not unreasonably disrupted thereby. Unless Lender otherwise agrees in writing, Lender shall have no liability to perform Landlord's obligations under the Lease, both before and after Lender's exercise of any right or remedy under this Agreement except as to the rights of Tenant set forth in paragraph 2 hereof. Neither Lender nor any other purchaser at foreclosure or recipient of a deed in lieu thereof shall become liable under the Lease unless and until Lender or such other purchaser or recipient becomes, and then only with respect to periods in which Lender or its designee or nominee is, the owner of Landlord's interest in the Mortgaged Property. Lender shall have the right, without Tenant's consent but subject to the provisions of this Agreement, to foreclose, or exercise any power of sale under, the Security Instrument or to accept a conveyance in lieu of foreclosure of the Security Instrument or to exercise any other remedies under the Loan Documents.
6. Tenant agrees that Tenant shall not, without the prior written consent of Lender, (a) amend or modify the Lease, (b) terminate, cancel or surrender the Lease except in accordance with the express provisions thereof, or enter into any agreement with Landlord to do so, (c) pay any installment of Fixed Rent or Additional Rent **[FLA: Additional Obligations]** under the Lease more than one month in advance of the due date thereof or otherwise than in the manner provided for in the Lease, or (d) sublease all or any part of the Mortgaged Property except in accordance with the terms of the Lease. Tenant further agrees that upon the assignment or sublease of the Lease in accordance

with the terms of the Lease, Tenant shall remain primarily liable for all obligations under the Lease. Tenant further agrees that, to the extent that the Mortgaged Property does not consist of one or more contiguous tax parcels that lie entirely within the boundaries of the Mortgaged Property (the "Tax Parcel Requirement"), Tenant will perform such commercially reasonable acts and make such filings as are necessary to cause the Mortgaged Property to comply with the Tax Parcel Requirement within a reasonable period of time after the date hereof, not to exceed eighteen (18) months, and until such time as the Tax Parcel Requirement is satisfied, Tenant will pay all "taxes" (as defined in the Lease) assessed and/or due against all real estate lying within any tax parcel that includes any portion of the Mortgaged Property as and when such taxes are due, or will comply with its obligations under Section 45(b) through 45(h) of the Lease in the event that Landlord delivers to Tenant a Section 45(b) Notice (as defined in the Lease) pursuant to Section 31(c) of the Lease.

- 7 Tenant has no knowledge of any prior assignment or pledge of the rents accruing under the Lease by Landlord. Tenant hereby consents to the Assignment of Lease and Rents and confirms its agreement with the provisions of paragraph 15 thereof. Tenant acknowledges that the interest of the Landlord under the Lease is to be assigned to Lender solely as security for the purposes specified in said assignment, and Lender shall have no duty, liability or obligation whatsoever under the Lease or any extension or renewal thereof, either by virtue of said assignment or by any subsequent receipt or collection of rents thereunder, unless Lender shall become the owner of the Mortgaged Property or shall specifically undertake such liability in writing.
- 8 In accordance with the terms of the Lease, Tenant agrees to permit Lender and or Landlord and Lender's and/or Landlord's representatives access to, and an opportunity to inspect, the Mortgaged Property during normal business hours and upon reasonable notice. Tenant further acknowledges and agrees to be bound by the license and right of access granted to Lender and its agents, employees, contractors, engineers, architects, nominees, attorneys and other representatives pursuant to paragraph 23(b) of the Security Instrument.
- 9 If Tenant is a corporation, the individual executing this Agreement on behalf of such corporation is duly authorized to execute and deliver this Agreement on behalf of such corporation, and that this Agreement is binding upon such corporation in accordance with its terms.
- 10 Any notice, demand, statement, request or consent made hereunder shall be effective and valid only if in writing, referring to this Agreement, signed by the party giving such notice, and delivered either personally to such other party, or sent by nationally recognized overnight courier delivery service or by certified mail of the United States Postal Service, postage prepaid, return receipt requested, addressed to the other party at such party's Notice Address as indicated on **Schedule A** attached hereto and made a part hereof (or to such other address or person as either party or person entitled to notice may by notice to the other party specify).

Unless otherwise specified, notices shall be deemed given as follows (i) if delivered personally, when delivered, (ii) if delivered by nationally recognized overnight courier delivery service, on the day following the business day such material is sent, or (iii) if sent by certified mail, three (3) business days after such notice has been sent

- 11 The term "Lender" as used herein includes any successors or assigns of the Lender named herein, including without limitation, any co-lender at the time of making the Loan, any purchaser at a foreclosure sale and any transferee pursuant to a conveyance in lieu of foreclosure, and their successors and assigns, and the term "Tenant" as used herein includes the Tenant named herein (the "Original Tenant") and any successors or assigns of the Original Tenant
- 12 If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect
- 13 Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, except by an instrument in writing executed by the party against which enforcement of the termination, amendment, supplement, waiver or modification is sought
- 14 This Agreement shall be construed in accordance with the laws of the State or Commonwealth in which the Mortgaged Property is located

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**ATTACH SIGNATURES AND ACKNOWLEDGEMENTS
OF LANDLORD, TENANT, LENDER**

Exhibit A

Legal Description

(Attached following this page.)

•

SCHEDULE A

[Master Schedule]

Exhibit G

List of Environmental Documents

Macon (1615 Forest Hill Road), GA, Store No. 4545

- 1 Phase I Environmental Site Assessment, Engineering Consulting Services, Ltd ,
April 19, 2004

EXHIBIT H

Not applicable

EXHIBIT I
NOTICE OF TRANSFER

_____, 20____

VIA CERTIFIED MAIL

[Name of Tenant]
CVS Realty Co
One CVS Drive
Woonsocket, Rhode Island 02895
Attn Property Administration
Lease Administration Manager
Store No _____

Re Lease by and between _____, a _____
("Landlord") and _____, a _____ ("Tenant"),
dated as of _____, 200_ (the "Lease"), covering certain real property
situated in __[City]__, __[State]__ (the "Property")

To the Tenant Named Above

You are hereby advised that the Property has been transferred (either directly or indirectly) Please note the following relevant information regarding the owner and Landlord subsequent to such transfer

- 1 Name of Property owner (the Landlord under the Lease) _____.
- 2 FEIN of Property owner _____
- 3 The Property owner [is / is not] a disregarded entity for tax purposes
- 4 Name(s) of owner(s) of equity ownership interests in Property owner

- 5 FEIN(s) of owner(s) of equity ownership interests in Property owner

Pursuant to Section 27 of Part II of the Lease, please be advised that all future notices, demands, requests, consents, approvals, offers, statements and other instruments or communications directed to Landlord under the Lease should be sent to the following address

[Name of Tenant]
_____, 20____
Page 2

Attention _____
Facsimile No _____

If you have any questions regarding the contents of this letter, please do not hesitate to contact _____ at the address or telephone number specified above

IN WITNESS WHEREOF, the undersigned have executed this Notice of Transfer as of the date first written above

[NAME OF EXISTING LANDLORD]

By _____
Its _____

[Name of Tenant]
_____, 20____
Page 3

[NAME OF NEW LANDLORD]

By _____
Its _____

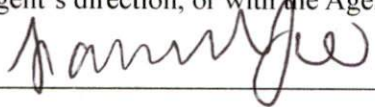
cc CVS Corporation
One CVS Drive
Woonsocket, Rhode Island 02895
Attn Michael B Nulman, Esq

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P C
One Financial Center
Boston, Massachusetts 02111
Attn Andrew R Urban, Esq

[Insert Name and Address of Lender]

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.

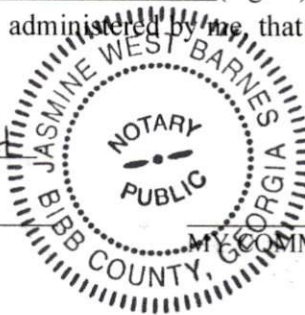
Agent's Signature:  Date: 01/22/24

Business Name: Georgia CVS Pharmacy LLC DBA: CVS/pharmacy #4545

I hereby certify that Tammy Walker (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 January, 2024

Jasmine Barnes
NOTARY PUBLIC



03.11.2025
MY COMMISSION EXPIRES

Owner/Individual Certification

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

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

Title: _____

Business Name: _____

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

This _____ day of _____, 20____

NOTARY PUBLIC

MY COMMISSION EXPIRES

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: Georgia CVS Pharmacy LLC DBA: CVS/pharmacy #4545

Business Address: 1615 Forest Hill Road, Macon, GA 31210

Instructions:

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

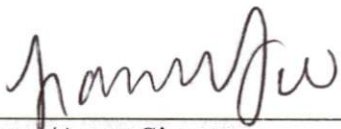
If you are not selling alcohol by the package to go, or if you are selling distilled spirits by the package to go, simply check the last box on this form for "Exempt" and sign at the bottom.

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

Definitions:

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

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


Applicant/Agent Signature

01/22/24
Date

SECURITY CAMERA COMPLIANCE VERIFICATION**Instructions:**

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

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

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

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

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

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

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

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

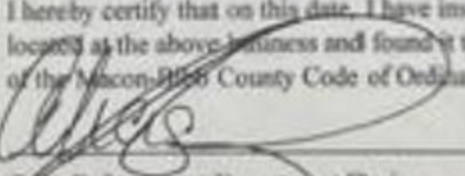
thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

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

Business Name: Georgia CVS Pharmacy LLC DBA: CVS Pharmacy #4545

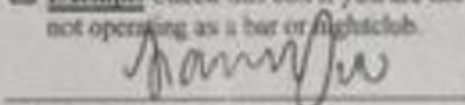
Business Address: 1515 Forest Hill Road, Macon, GA 31210

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


Code Enforcement Department Designee

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

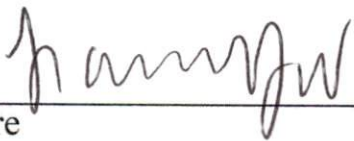
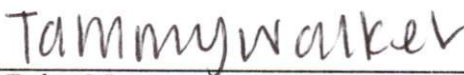
01/22/24
Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

		
Signature	Print Name	Date

Name of Business: _____
 Owner's Name: CVS/pharmacy #4545
 Address: Georgia CVS Pharmacy LLC
1615 Forest Hill Road, Macon, GA 31210

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.

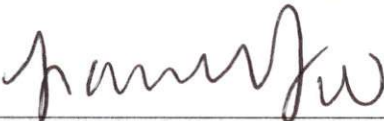
If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: Georgia CVS Pharmacy LLC DBA: CVS/pharmacy #4545

Business Address: 1615 Forest Hill Road, Macon, GA 31210

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

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


Applicant/Agent Signature

01/22/24
Date

N/A**ARMED SECURITY PERSONNEL IDENTIFICATION FORM****Instructions:**

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

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

1.

Name	Date of Birth	GBPDSA Private Security License #

2.

Name	Date of Birth	GBPDSA Private Security License #

3.

Name	Date of Birth	GBPDSA Private Security License #

4.

Name	Date of Birth	GBPDSA Private Security License #

5.

Name	Date of Birth	GBPDSA Private Security License #

6.

Name	Date of Birth	GBPDSA Private Security License #

7.

Name	Date of Birth	GBPDSA Private Security License #

8.

Name	Date of Birth	GBPDSA Private Security License #

9.

Name	Date of Birth	GBPDSA Private Security License #

Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: Tammy Mae Adele Walker Store Manager
2. Name of the subject of this Certificate, if different from the applicant:
CVS pharmacy 4545
3. Benefit or privilege for which the applicant is applying (mark one):

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

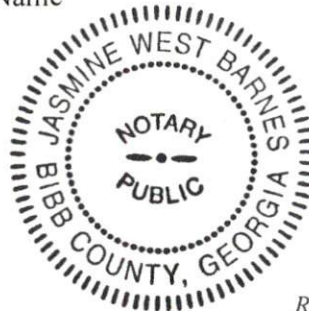
4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of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

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

Tammy Walker Tammy
Print and Sign Name

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

Jasmine Barnes
Notary Public
My commission expires: 03.11.2025



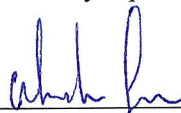
Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: 3 Pharms GA LLC
2. Name of the subject of this Certificate, if different from the applicant:
Georgia CVS Pharmacy LLC
3. Benefit or privilege for which the applicant is applying (mark one):

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

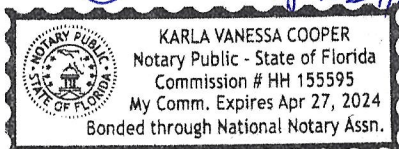
4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of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

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


 Print and Sign Name Abdulhamid Franko

Sworn to and subscribed before me this
19 day of October, 2023.

Notary Public
 My commission expires: April 27, 2024





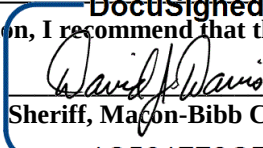
Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office PO Box 4503
Macon, GA 31208-4503

OFFICE USE ONLY ALCOHOL APPLICATION

Applicant Name: Tammy Walker – Fingerprints Completed: 02.27.2024

Business Name: Georgia CVS Pharmacy LLC dba CVS/Pharmacy #4545

Business Address: 1615 Forest Hill Road, Macon, GA 31210

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		
Granted	 Sheriff, Macon-Bibb County, Georgia	3/2/2024 Date
Denied	1C561778CDEE414... Sheriff, Macon-Bibb County, Georgia	Date

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

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



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

Review Form

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

The following required documents are included in the application:

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

Legal Review 4/25/2024 (Date)  (Initials)

Comments

After review, legal recommends approval.

Initials



Stephanie Freeman, Administrative Office Specialist

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "First Amendment") is made and entered into effective as of June 17, 2021 (the "Effective Date"), by and between 3 PHARMS GA LLC, a Florida limited liability company ("Landlord"), and GEORGIA CVS PHARMACY, L.L.C., a Georgia limited liability company ("Tenant").

W I T N E S S E T H:

WHEREAS, SCP 2004E-032 LLC, a Delaware limited liability company ("Original Landlord"), and Revco Discount Drug Centers Inc. (Tenant's predecessor-in-interest) entered into that certain Lease dated as of December 17, 2004 (the "Lease"), for certain premises located at 1615 Forest Hill Road, Macon, Georgia 31210 as more particularly described in the Lease;

WHEREAS, the Lease has been assigned by Original Landlord to Landlord pursuant to that certain Assignment and Assumption of Lease dated as of the Effective Date; and

WHEREAS, Landlord and Tenant desire to make certain amendments and modifications to the Lease as more fully set forth in this First Amendment

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and other good and valuable consideration, the receipt and total sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound, do hereby agree as follows:

1. Defined Terms. Unless otherwise defined in this First Amendment, each capitalized term used in this First Amendment shall have the same meaning herein as given to such term in the Lease.

2. Parties. Sections 2, 3, 4, 5, and 8, of Part I of the Lease are hereby modified and amended to read in their entireties as follows:

- | | |
|--|---|
| "2. <u>Landlord name, and state of and type of entity:</u> | 3 PHARMS GA LLC, a Florida limited liability company" |
| "3. <u>Landlord business address:</u> | 1600 NW 165 th Street
North Miami Beach, FL 33169
Attention: Abe Franco" |
| "4. <u>Landlord notice address:</u> | 1600 NW 165 th Street
North Miami Beach, FL 33169
Attention: Abe Franco" |

“5. Tenant’s name, and state of and type of entity:

Georgia CVS Pharmacy, L.L.C.,
a Georgia limited liability
company”

“8. Guarantor:

CVS Health Corporation, a
Delaware corporation, One CVS
Drive, Woonsocket, Rhode
Island 02895, formerly known
as CVS Corporation, a Delaware
corporation.”

3. Initial Term; Term. Section 11 of Part I of the Lease is hereby modified and amended to read in its entirety as follows:

“11. Initial Term: shall commence on the Lease Commencement Date, and shall expire at 11:59 p.m. on the last calendar day of the month that is fifteen (15) years after the New Rent Commencement Date (as defined in the First Amendment to this Lease) (the “Initial Term Expiration Date”); all subject to all terms and conditions of this Lease. By way of example only, if the New Rent Commencement Date is July 1, 2021, then the Initial Term Expiration Date shall be June 30, 2036. As used herein, the term “Lease Commencement Date” shall mean the date set forth as the Lease Commencement Date on Schedule 5 attached to the Lease. As used in this Lease, “Term” shall include the Initial Term and any Extension Period thereof which becomes effective pursuant to Section 3 of Part II.”

4. Renewal Options.

(a) Section 12 of Part I of the Lease is hereby modified and amended to read in its entirety as follows:

“12. Renewal Options: The Tenant shall have the following Renewal Options (herein so called) to extend the Initial Term of the Lease for a total of eight (8) Extension Periods (herein so called) of five (5) years each upon all of the terms set forth in this Lease, subject to the terms and conditions of Section 3 of Part II of this Lease, with the Fixed Rent in the amounts specified on Schedule 2 for the respective Extension Periods. Notwithstanding the foregoing, in no event shall Tenant be entitled to Renewal Options for more than a total of eight (8) Extension Periods. Each Extension Period (and the availability thereof) is subject to all of the terms and conditions of this Lease governing Renewal Options and Extension Periods.”

(b) Section 3 of Part II of the Lease is hereby modified and amended to read in its entirety as follows:

“Tenant has the Renewal Options, and may extend the Term of this Lease for each of the Extension Periods described in Section 12 of Part I hereof, upon all of the terms set forth in this Lease with the Fixed Rent in the amounts specified on Schedule 2 hereto for the respective Extension Periods. Tenant may exercise a Renewal Option and commence an Extension Period only if Tenant shall not be in

default of this Lease beyond applicable notice and cure periods at the time of any such election, and by giving Landlord written notice of each such election not later than the Required Advance Notice of Exercise of Renewal Options (as defined in Section 13 of Part I). If Tenant fails to timely exercise any Renewal Option, then all subsequent Renewal Options shall automatically expire and be null and void."

5. Lender:

(a) Section 17 of Part I of the Lease is hereby modified and amended to read in its entirety as follows: "Any person or entity that makes a loan or loans (such loan or loans collectively referred to herein as the "Loan") to Landlord which is secured by a mortgage, deed of trust or similar instrument with respect to the Premises provided that Landlord has given Tenant written notice of Lender (including Lender's name, type of entity, business address and notice address). Any such Loan may be evidenced by one or more promissory notes (collectively referred to herein as the "Note")."

(b) The Lender business address and notice address in Sections 18 and 19 of Part I of the Lease are hereby deleted and replaced with the following: "Such address as shall be designated by Landlord in the written notice from Landlord to Tenant required pursuant to Section 17, Part I of the Lease (and, once Landlord has provided such notice, such change in address as Lender may give Tenant written notice of from time to time)".

6. Deletion of Certain Sections and Modification of Certain Definitions.

(a) Sections 23, 24, 25, 27 and 30 of Part I of the Lease are hereby deleted in their entirety and replaced as follows: "Intentionally omitted." Any and all references in the Lease to the foregoing sections or any terms contained within those sections are hereby deleted and of no further force or effect.

(b) The following defined terms are hereby deleted from the list of defined terms contained in Section 29 of Part I of the Lease and/or as they otherwise appear in the Lease: "Appraiser", "Completion Reserve Amount", "Completion Work", "Disqualifying Default", "Exchange Offer", "Failure of Completion Price", "Failure of Completion Termination Date", "Fair Market Value of the Premises", "Final Amortization Date", "Involuntary Conversion Termination Date", "Landlord's Due Diligence Information", "Minimum Rating", "Net Proceeds", "Rejectable Offer", "Restoration Cost", "Section 45(b) Notice", "Stipulated Loss Values", "Substitute Premises", "Tenant's Termination Notice", and "Treasury Rate". Any and all references in the Lease to the foregoing terms are hereby deleted and of no further force or effect.

(c) Section 29 of Part I of the Lease is hereby amended to change: (i) "Moody's" – Section 13(c) of Part II" to "Moody's" – Section 32(d) of Part II; (ii) "Restoration - Section 13(c) of Part II" to "Restoration - Section 13(a)(i) of Part II"; (iii) "S&P – Section 13(c) of Part II" to "S&P – Section 32(d) of Part II"; (iv) "Termination Casualty - Section 13(d) of Part II" to "Termination Casualty - Section 13(c) of Part II"; and (v) "Trustee – Section 13(c) of Part II" to be "Trustee – Section 13(a)(ii) of Part II".

(d) Section 45 of Part II of the Lease is hereby amended and restated in its entirety as follows: "Intentionally Omitted."

(e) The following defined term is hereby added to the Lease: "First Amendment to Lease" shall mean this First Amendment.

7. Fixed Rent, Section 5, Part II of the Lease and Schedule 2.

(a) As used herein, the term "New Rent Commencement Date" shall mean either (i) the Effective Date of this First Amendment if such Effective Date is the first day of a month, or (ii) if the Effective Date of this First Amendment is any day other than the first calendar day of a month, then the first day of the first full calendar month occurring after the Effective Date of this First Amendment. By way of example only, (A) if the Effective Date is June 1, 2021, then the New Rent Commencement Date is June 1, 2021, and (B) if the Effective Date is June 18, 2021, then the New Rent Commencement Date is July 1, 2021.

(b) For the portion of the Term commencing on the New Rent Commencement Date and continuing until the end of the Term, Schedule 2 of the Lease is hereby amended to read in its entirety as follows:

Schedule 2- Fixed Rent

Initial Term Period	Annual Fixed Rent	Monthly Installments
New Rent Commencement Date – Initial Term Expiration Date	\$148,200.00	\$12,350.00

Extension Periods-Fixed Rent

Extension Period	Annual Fixed Rent	Monthly Installment
First Extension Period	\$155,610.00	\$12,967.50
Second Extension Period	\$163,390.50	\$13,615.88
Third Extension Period	\$171,560.03	\$14,296.67
Fourth Extension Period	\$180,138.03	\$15,011.50
Fifth Extension Period	\$189,144.93	\$15,762.08
Sixth Extension Period	\$198,602.18	\$16,550.18
Seventh Extension Period	\$208,532.29	\$17,377.69
Eighth Extension Period	\$218,958.90	\$18,246.58

(c) If on or after the New Rent Commencement Date, Tenant pays Fixed Rent based upon the Fixed Rent Schedule in place prior to the New Rent Commencement Date and as a result there is an overpayment of Fixed Rent, such overpayment shall be credited to the next succeeding Fixed Rent payment until the overpayment is exhausted.

(d) Effective as of the New Rent Commencement Date, Subsection (a) of Section 5 of Part II of the Lease is hereby modified and amended to read in its entirety as follows:

“(a) Commencing as of the Date of Rent Commencement, Tenant shall pay to Landlord at the business address of Landlord specified in Section 3 of Part I of this Lease, or at such other address as Landlord shall, from time to time designate by notice to Tenant, the Fixed Rent set forth in Schedule 2, which shall be due and payable to Landlord in advance on the first day of each month during the Term (or if such first day is not a business day, the first business day of each month) (each such date being referred to herein as a “Due Date”), without demand or set-off, except as otherwise expressly provided in this Lease. Notwithstanding the foregoing, Tenant may pay the Fixed Rent due for the month in which the New Rent Commencement Date occurs up to thirty (30) days after the Due Date for said payment.”

(e) From and after the Effective Date of this First Amendment: (i) Section 30 of Part I of the Lease entitled “Section 467 Loan” and Subsection (e) of Section 5 of Part II of the Lease is hereby deleted and “Intentionally omitted” is substituted therefor; and (ii) any references to any Section 467 Loan in the Lease (including, without limitation, in any schedules attached to the Lease) are hereby deleted.

8. Net Lease. Subsection (a) of Section 6 of Part II of the Lease is hereby modified and amended to read in its entirety as follows:

“(a) The obligations of Tenant hereunder shall be separate and independent covenants and agreements, and Fixed Rent, Additional Rent and all other sums payable by Tenant hereunder shall continue to be payable in all events, and the obligations of Tenant hereunder shall continue during the Term unless the requirement to pay or perform the same shall have been terminated or reduced as expressly provided in this Lease. This is an absolute net lease and Fixed Rent, Additional Rent and all other sums payable hereunder by Tenant shall be paid without notice or demand, and without setoff, counterclaim, recoupment, abatement, suspension, reduction or defense, except as expressly otherwise provided in this Lease. This Lease is an absolute and unconditional obligation of Tenant and the obligations of Tenant under this Lease shall not be affected by any interference with Tenant’s use of any of the Premises for any reason, including, but not limited to, the following: (i) any damage or destruction of the Premises by any cause whatsoever (except as otherwise expressly provided in Section 13 of this Part II), (ii) any Condemnation (except as otherwise expressly provided in Section 14 of Part II of this Lease), (iii) the prohibition, limitation or restriction of Tenant’s use of any of the Premises (except as otherwise expressly provided in Section 13 or Section 14 of this Part II), (iv) any eviction by paramount title or otherwise, (v) Tenant’s acquisition of ownership of any of the Premises other than pursuant to an

express provision of this Lease, (vi) any default on the part of Landlord under this Lease or any other agreement (except that nothing contained herein shall limit Tenant's rights set forth in Section 23(i) or Section 47 of this Part II), (vii) any latent or other defect in, or any theft or loss of any of the Premises, (viii) any violation of Section 35 of this Part II by Landlord (provided, that this Section 6(a)(viii) shall not limit Tenant's rights as set forth in Section 35 of this Part II or Tenant's right, if any, to seek injunctive relief against Landlord for violation of said Section 35 of this Part II), or (ix) any other cause, whether similar or dissimilar to the foregoing, any present or future Law to the contrary notwithstanding except that nothing contained herein shall limit Tenant's rights set forth in Section 23(i) or Section 47 of this Part II). All costs, expenses and obligations of every kind and nature whatsoever relating to the Premises (other than depreciation, interest on and amortization of debt incurred by Landlord in financing or refinancing the Premises) and the appurtenances thereto and the use and occupancy thereof which may arise or become due and payable with respect to the period which ends on the expiration or earlier termination of the Term in accordance with the provisions hereof (whether or not the same shall become payable during the Term or thereafter) shall be paid and performed by Tenant (except as otherwise expressly provided herein). Tenant shall pay all expenses related to the maintenance and repair of the Premises, and taxes and insurance costs as more particularly set forth in this Lease. This Lease shall not terminate and Tenant shall not have any right to terminate this Lease or to abate Fixed Rent or Additional Rent during the Term (except as otherwise expressly provided in this Lease)."

9. Repairs and Maintenance. Subsection (d) of Section 9 of Part II of the Lease is hereby deleted in its entirety.

10. Access to Premises. Section 11 of Part II of the Lease is hereby modified and amended to read in its entirety as follows:

"ACCESS TO PREMISES -

11. Upon reasonable notice to Tenant, and during Tenant's business hours, Landlord may enter onto the Premises (i) to show the Premises to purchasers and potential purchasers, investors and potential investors and to mortgagees and potential mortgagees, and (ii) for the purpose of performing any work which Landlord is permitted to perform under this Lease. Upon reasonable notice to Tenant, during the last six (6) months of the then-current term, unless Tenant shall have exercised any Renewal Option, Landlord also may show the Premises to persons wishing to rent the same. No such entry shall constitute an eviction of Tenant but any such entry shall be done by Landlord in such reasonable manner as to minimize any disruption of Tenant's business operation. Notwithstanding any other provision contained in this Lease, Landlord shall not have access to the pharmacy, the Minute Clinic, or any area of the Premises that may contain health information protected by the HIPAA Privacy Rule, 45 CFR Part 160 and Subparts A and E of Part 164, as amended from time to time, or any other Laws enacted to protect individuals' medical records and other personal health information (collectively, "Privacy Laws") except in the presence of an authorized representative of Tenant, in compliance with Privacy Laws, and having previously satisfied the reasonable requirements of Tenant's

internal policies implemented in accordance with Privacy Laws. Landlord further agrees that access to the Premises shall be subject to, and in compliance with, Laws governing the operation of Tenant's business, including any restrictions or limitations on accessing or handling prescription drugs. Without limiting the generality of the foregoing, Landlord agrees that Landlord may not enter the pharmacy without a pharmacist present."

11. Damage; Destruction. Section 13 of Part II of the Lease is hereby modified and amended to read in its entirety as follows:

"DAMAGE; DESTRUCTION -

13. (a) (i) As used in this Lease, "Restoration" shall mean restoring or repairing the Premises (including, without limitation, the Building) to as nearly as reasonably possible to its value, condition, character, utility and useful life immediately before the applicable Casualty or Condemnation, but in any event assuming the Premises have been maintained in accordance with the requirements of Section 9 of this Part II.

(ii) If, at any time during the Term, the Building or the Premises shall be damaged or destroyed in whole or in part by fire, the elements or other casualty (a "Casualty"), Tenant shall promptly notify Landlord thereof. Except if Tenant terminates this Lease in the event of a Termination Casualty as provided below, Tenant, at Tenant's sole cost and expense, shall complete the Restoration as promptly as circumstances permit whether or not insurance proceeds are sufficient to pay the cost of the Restoration or are delivered to Tenant. Landlord shall cause to be paid to Tenant any proceeds received by Landlord of any property insurance carried by Tenant with respect to the Building, the Premises and improvements thereon. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing, all insurance proceeds to be used in connection with Tenant's restoration obligations hereunder, shall be delivered to a trustee which shall be a federally insured bank or other financial institution, selected by Landlord and Tenant (the "Trustee"). Such insurance proceeds held by the Trustee shall be invested in accordance with prudent investment standards approved by each of Landlord and Tenant from time to time, and shall be disbursed to Tenant to restore the Premises in accordance with and subject to the following conditions: (i) at the time of any requested disbursement by Tenant, no Event of Default shall exist and no mechanics' or materialmen's liens shall have been filed and remain undischarged or unbonded; (ii) disbursements shall be made to Tenant from time to time in an amount not exceeding the hard and soft cost of the work and costs incurred since the last disbursement; and (iii) each request for disbursement from Tenant shall be in writing and accompanied by a certificate of Tenant describing the work, materials or other costs or expenses for which payment is requested, stating the cost incurred in connection therewith and stating that Tenant has not previously received payment for such work or expense and the certificate to be delivered by

Tenant upon completion of the work shall, in addition, state that the work has been substantially completed and complies with the applicable requirements of this Lease and shall be accompanied by partial releases of liens, if the same are obtainable or, if such partial releases are not obtainable, other reasonable evidence of cost and payment so that Landlord can verify that the amounts disbursed from time to time are represented by work that is completed in place or delivered to the site and free and clear of mechanic's lien claims. The Trustee shall promptly disburse to Tenant the insurance proceeds provided that Tenant has complied with the foregoing terms and conditions. So long as no Event of Default shall exist, any remaining insurance proceeds held by the Trustee after final payment for such Restoration (as hereinafter defined) of the Premises, shall be promptly delivered to Tenant.

(b) During the Restoration, Tenant may operate its business out of a temporary structure such as a trailer, subject to compliance with laws. Fixed Rent and Additional Rent shall not abate during the Restoration. Landlord and Tenant waive any right pursuant to statute or case law to terminate this Lease in event of any Casualty and agree that the provisions of this Section 13 shall be controlling. Tenant waives any right pursuant to statute or case law to an abatement of Fixed Rent and Additional Rent in the event of a Casualty.

(c) The foregoing notwithstanding, if the Building is partially or totally destroyed (to the extent of at least fifty percent (50%) of the replacement cost thereof, excluding foundations), during the last two (2) years of the Initial Term or during the last two (2) years of any Extension Period (a "Termination Casualty"), then, unless Tenant already has exercised its next remaining Extension Period, Tenant may terminate this Lease upon no fewer than sixty (60) days' prior written notice to Landlord, in which event this Lease shall terminate on the date specified in such notice. Any such notice shall be given to Landlord, if at all, within ninety (90) days of the occurrence of the subject Termination Casualty. As a condition of any such termination, Tenant shall (i) remove all debris from the Premises, (ii) assign to Landlord all of Tenant's rights, if any, in any insurance proceeds received or payable with respect to the Building and improvements located on the Premises (excluding proceeds payable for business interruption and Tenant's trade fixtures and personal property, including its goods and inventory, located on the Premises) and, if there is a deductible for such insurance, pay the amount of the deductible to Landlord. If Tenant has self-insured for the insurance on the Building that Tenant is required by Section 32 of Part II of this Lease to maintain, then Tenant shall also pay to Landlord an amount equal to any insurance proceeds that Tenant would have received with respect to the Building if Tenant had obtained said insurance from a third party insurance company rather than self-insuring (excluding proceeds payable for business interruption and Tenant's trade fixtures and personal property, including its goods and inventory, located on the Premises). Upon (A) the delivery of any such termination notice and the above-referenced assignment, (B) payment to Landlord of such insurance proceeds to the extent in Tenant's possession, any deductible to such insurance and, if Tenant has elected to self-insure, an amount equal to any insurance proceeds that Tenant would have

received from a third party insurance company as more particularly set forth above, this Lease shall terminate on the date specified in such termination notice and Tenant shall vacate and surrender the Premises in the condition required above in this Subsection 13(c) to Landlord on or before such termination date. Without limitation of the provisions of Section 26 of Part II of this Lease, Tenant's liability for Fixed Rent and Additional Rent shall continue until the date of termination of this Lease."

12. Condemnation. Section 14 of Part II of the Lease is hereby modified and amended to read in its entirety as follows:

"CONDEMNATION -

14. (a) Promptly upon obtaining knowledge of any proceeding for condemnation or eminent domain with respect to the Premises (including, without limitation, knowledge that any authority with the power to exercise eminent domain intends to exercise its power in the absence of an agreement, commonly referred to in some jurisdictions as a "deed-in-lieu of condemnation") (a "Taking" or "Condemnation"), Tenant and Landlord shall each notify the other and each shall be entitled to participate in such proceeding at its own cost and expense. Subject to the provisions of this Section 14, Tenant hereby irrevocably assigns to Landlord, any award or payment in respect of any Condemnation of the Premises, except that (except as hereinafter provided) nothing in the Lease shall be deemed to assign to Landlord any award relating to the value of the leasehold interest created by this Lease, any award or payment on account of an interruption of Tenant's business at the Premises or the Tenant's trade fixtures or property (including, without limitation, signs), moving expenses and out-of-pocket expenses incidental to the move, if available, to the extent Tenant shall have a right to make a separate claim therefor against the condemnor, it being agreed, however, that Tenant shall in no event be entitled to any payment that reduces the award to which Landlord is or would be entitled for the condemnation of Landlord's interest in the Premises. In addition, Tenant shall be entitled to and Landlord hereby assigns to Tenant any and all taking awards received by Landlord in connection with any temporary Taking.

(b) As used in this Lease, the term "Major Condemnation" shall mean any Taking resulting in the termination of this Lease. If the entire Building, or the use or possession thereof, is taken by Condemnation (including, without limitation, if Landlord shall deliver a deed in lieu of Condemnation but excluding a temporary Taking), then this Lease shall terminate on the date when possession shall be taken by the condemnor, and Fixed Rent, Additional Rent and all other charges payable hereunder shall be apportioned and paid in full up to that date, and all prepaid unearned Fixed Rent, Additional Rent and all other charges prepaid hereunder (including without limitation any Taxes paid by Tenant in advance for periods after the date of termination) shall promptly be repaid by Landlord to Tenant, and all awards with respect to any such Major Condemnation are assigned to Landlord except as set forth in Subsection (a) above.

(c) If only a part of the Building or Premises shall be the subject of a permanent Taking and the part of the Building and Premises not the subject of such Taking cannot reasonably be used by Tenant for the continued operation of its business, as reasonably determined by Tenant, then not later than sixty (60) days after such Taking, Tenant may terminate this Lease by giving at least sixty (60) days' written notice thereof to Landlord, and this Lease shall terminate on the date specified in Tenant's notice, and Fixed Rent, Additional Rent and all other charges payable hereunder shall be apportioned and paid in full up to that date, and all prepaid unearned Fixed Rent, Additional Rent and all other charges prepaid hereunder (including without limitation any Taxes paid by Tenant in advance for periods after the date of termination) shall promptly be repaid by Landlord to Tenant, and all awards with respect to any such Major Condemnation are assigned to Landlord except as set forth in Subsection (a) above. If this Lease is not terminated pursuant to the foregoing terms, then this Lease shall continue in full force and effect and the Fixed Rent payable hereunder during the unexpired portion of the Term shall be reduced by the percentage which the area of the Building taken bears to the area of the Building prior to the date possession of such portion of the Building or Premises is taken by the condemning authority, provided that such overall abatement shall be reduced by the amount Tenant receives from the condemning authority on account of Tenant's leasehold interest under this Lease, and with the sole exception of such reduction, there shall be no abatement of Fixed Rent, Additional Rent or other charges payable hereunder by Tenant by reason of such taking. In the case where this Lease is not terminated as set forth above, Tenant, as promptly as circumstances permit, shall complete the Restoration. The cost of the Restoration shall be funded from the award for the Taking of the Building and Premises with any deficiency paid by Tenant as set forth in Subsection (g) below. Notwithstanding any provision to the contrary contained herein, no portion of Fixed Rent shall be reduced by any percentage of area which is attributable to grass, landscape or other unimproved non-essential areas.

(d) If, due to a Taking, the number of parking spaces of the Premises shall be decreased by twenty percent (20%) or more, Tenant shall notify Landlord thereof. If, within ninety (90) days after Landlord's receipt of such notice, additional parking is not provided by Landlord within the Premises (by such means, including, but not limited to, re-striping of the remaining parking area or converting grass, landscape or other unimproved non-essential areas to parking in compliance with applicable laws) or immediately adjacent to the Premises in a location reasonably acceptable to Tenant equal to the number by which it has been decreased below twenty (20%) of the number of parking spaces at the Premises as of the Lease Commencement Date, then Tenant may terminate this Lease by giving no less than sixty (60) days' prior written notice thereof to Landlord. In the event of such termination by Tenant, this Lease shall terminate on the date specified in Tenant's notice and Fixed Rent, Additional Rent and all other charges payable hereunder shall be apportioned and paid in full up to that date, and all prepaid unearned Fixed Rent, Additional Rent and all other charges prepaid hereunder (including, without limitation, any Taxes paid by Tenant in advance for periods after the date of termination) shall promptly be repaid by Landlord to Tenant. Notwithstanding the foregoing, if such Taking is a temporary Taking that does not exceed twelve (12) months, then Tenant may not terminate this Lease and Tenant shall remain obligated for any Fixed Rent, Additional Rent and other amounts

due under the Lease. In addition, Tenant shall be entitled to and Landlord hereby assigns to Tenant any and all taking awards received by Landlord in connection with any temporary Taking. If Tenant exercises its right to terminate this Lease pursuant to this subsection (d), Tenant shall hereby assign any and all rights to its condemnation award attributable to the value of Tenant's leasehold interest in the Premises to Landlord, provided that Tenant shall have the right to pursue and obtain an award for Tenant's personal property, trade fixtures or equipment, a temporary Taking of any portion of the Premises during the Term, an interruption of Tenant's business at the Premises, and Tenant's relocation expenses.

(e) If, due to a Taking, there shall be an impediment with respect to any curbcut of the Premises, that (i) materially adversely affects any means of ingress or egress between the Premises and any abutting street in Tenant's reasonable judgement, (ii) there are not at least two (2) other means of ingress or egress between the Premises and any abutting street remaining after such Taking, and (iii) Landlord has not provided alternative access reasonably acceptable to Tenant, then, Tenant shall notify Landlord thereof. If, within thirty (30) days after Landlord's receipt of such notice, such impediment shall not be cured, then Tenant may terminate this Lease by giving no less than sixty (60) days' prior written notice thereof to Landlord. In the event of such termination by Tenant, this Lease shall terminate on the date specified in Tenant's notice and Fixed Rent, Additional Rent and all other charges payable hereunder shall be apportioned and paid in full up to that date, and all prepaid unearned Fixed Rent, Additional Rent and all other charges prepaid hereunder (including, without limitation, any Taxes paid by Tenant in advance for periods after the date of termination) shall promptly be repaid by Landlord to Tenant. Notwithstanding the foregoing, if such Taking is a temporary Taking and does not exceed twelve (12) months, Tenant may not terminate this Lease and Tenant shall remain obligated to pay Fixed Rent, Additional Rent and other amounts due under this Lease. In addition, Tenant shall be entitled to and Landlord hereby assigns to Tenant any and all taking awards received by Landlord in connection with any temporary Taking. If Tenant exercises its right to terminate this Lease pursuant to this subsection (e), Tenant shall hereby assign any and all rights to its condemnation award attributable to the value of Tenant's leasehold interest in the Premises to Landlord, provided that Tenant shall have the right to pursue and obtain an award for Tenant's personal property, trade fixtures or equipment, a temporary Taking of any portion of the Premises during the Term, an interruption of Tenant's business at the Premises, and Tenant's relocation expenses.

(f) Upon the delivery of any termination notice by Tenant pursuant to this Section 14, this Lease shall terminate on the date specified in such notice and Tenant shall vacate and surrender the Premises to Landlord on or before such termination date in the condition required hereunder (except to the extent such is not reasonably possible due to the occurrence of the Taking).

(g) In the event of any Taking that does not result in the termination of this Lease, Tenant shall receive and/or Landlord shall pay to Tenant the portion of the award(s) received by Landlord in connection with such Taking equal to the amount required by Tenant to perform the Restoration, and Landlord shall retain the balance

of any such award(s) (other than the awards not assigned to Landlord as set forth in Subsection (a) above). Further, in the event of any such Taking not resulting in the termination of this Lease, the award in respect of any Taking shall be applied to the Restoration. If the award payable to Tenant and Landlord for the Taking in the aggregate (other than the awards not assigned to Landlord as set forth in Subsection (a) above) is not sufficient to fund the cost of the Restoration, then Tenant shall fund, at its sole cost and expense, such deficiency, provided Tenant has not exercised its right to terminate this Lease as provided herein.

(h) Each of Landlord and Tenant may appear in any such proceeding or action, to negotiate, prosecute and adjust any claim for any award or compensation on account of any Condemnation as it relates to their respective interest in the Premises; provided, however, all amounts paid in connection with any Condemnation shall be applied pursuant to this Section 14 (minus the reasonable expenses of Landlord and Tenant to collect such amounts). In addition and provided that Tenant has not exercised its right to terminate this Lease, no agreement with any Taking authority in settlement of or under threat of any Taking shall be made by Landlord without Tenant's prior written consent or by Tenant without Landlord's prior written consent (in either case, such consent to not be unreasonably withheld). If Landlord or Tenant receives any portion of an award payable to the other party pursuant to this Lease, then such portion of the award shall promptly be paid to the party entitled thereto and such obligation shall survive the termination of this Lease. Landlord and Tenant shall each pay all of its reasonable costs and expenses in connection with each such proceeding, action, negotiation, prosecution and adjustment for which costs and expenses Landlord and Tenant shall be reimbursed out of any award or compensation paid in connection with the Condemnation to which it is entitled. Landlord and Tenant waive any right pursuant to statute or case law to terminate this Lease in the event of any Condemnation affecting all or any portion of the Premises or the Building and agree that the foregoing provisions of this Section 14 shall be controlling."

13. Default.

(a) Subsection (a) of Section 23 of Part II of the Lease is hereby modified and amended to read in its entirety as follows:

"DEFAULT –

23. (a) Any of the following occurrences or acts shall constitute an "Event of Default" (herein so called) under this Lease: (i) Tenant shall default in the payment of Fixed Rent payable hereunder, and such default shall continue for five (5) days after written notice of such default is sent to Tenant, provided that no such notice shall be required to be given more than once in any twelve (12) consecutive month period; or (ii) Tenant shall default in the payment of Additional Rent payable hereunder, and such default shall continue for ten (10) days after written notice of such default is sent to Tenant, provided that no such notice shall be required to be given more than once in any twelve (12) consecutive month period; or (iii) Tenant shall default in fulfilling any of the other covenants of this Lease, and such default shall continue for more than thirty (30) days after written notice thereof from Landlord (provided, that if such

default arises from the failure of Tenant to maintain insurance as required by this Lease, such notice period shall only be three (3) Business Days), specifying such default (provided that, except for failure to maintain insurance, if Tenant has commenced to cure within said thirty (30) days, and thereafter is in good faith diligently prosecuting same to completion, said thirty (30) day period shall be extended for a reasonable time (not to exceed one hundred eighty (180) days) or, with respect to a breach of Tenant's obligations under Section 40 of this Part II, such longer period as may reasonably be necessary to cure such default so long as (A) Tenant delivers to Landlord a certificate of a qualified environmental remediation specialist that such default could not be cured within such one hundred eighty (180) days but is curable, and (B) Tenant is in good faith diligently prosecuting such cure to completion), where, due to the nature of the default, it is unable to be completely cured within thirty (30) days); or (iv) any execution or attachment shall be issued against Tenant or any of its property whereby the Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Tenant, and the same shall not be bonded, dismissed or discharged as promptly as possible under the circumstances; or (v) Tenant or Guarantor (A) shall make any assignment or other act for the benefit of creditors, (B) shall file a petition or take any other action seeking relief under any state or federal insolvency or bankruptcy Laws, or (C) shall have an involuntary petition or any other action filed against either of them under any state or federal insolvency or bankruptcy Laws, which petition or other action is not vacated or dismissed within sixty (60) days after the commencement thereof; or (vi) the estate or interest of Tenant in the Premises shall be levied upon or attached in any proceeding and such estate or interest is about to be sold or transferred and such process shall not be vacated or dismissed within sixty (60) days after the commencement thereof; or (vii) the Guarantor's guaranty of Tenant's obligations under this Lease is terminated for any reason, or the Guarantor asserts in any pleading or judicial or administrative proceeding that such guaranty is void or unenforceable or that Guarantor is not liable thereunder; or (viii) any material representation or warranty made by Tenant or Guarantor to Landlord in any document delivered pursuant to this Lease is misleading or false when made."

(b) Subsection (g) of Section 23 of Part II of the Lease is hereby modified and amended to read in its entirety as follows:

"(g) At any time after the expiration or termination of the Term of this Lease or re-entry or repossession of the Premises or removal of persons or property thereon by reason of the occurrence of a monetary Event of Default or a non-monetary Event of Default followed by Tenant's failure to continue to timely pay its monthly Fixed Rent or the payment of Additional Rent, whether or not Landlord shall have collected any liquidated and agreed current damages pursuant to Section 23(f) of this Part II, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord on demand, as and for liquidated and agreed final damages for Tenant's default and in lieu of all liquidated and agreed current damages beyond the date of such demand (it being agreed that it would be impracticable or extremely difficult to fix the actual damages), an amount equal to the sum of (i) the excess, if any of (A) the aggregate of all Fixed Rent, Additional Rent and other sums which would be payable under this Lease, in each case from the date of such demand (or, if it be earlier, the date to which

Tenant shall have satisfied in full its obligations under Section 23(f) of this Part II to pay liquidated and agreed current damages) for what would be the then-unexpired Term of this Lease in the absence of such expiration, termination, re-entry, repossession or removal, discounted to their present value, using as the time remaining, the number of full calendar months remaining in the term of this Lease following default (beyond applicable cure periods), and using as the interest rate (the "Discount Rate"), the lesser of the following: (x) the rate (or the average of rates, if more than one rate appears) inserted in the blank of the "Money Rates" section of "The Wall Street Journal" (Eastern Edition) in the section reading "Prime Rate: %", or (y) the base rate on corporate loans posted by at least seventy-five percent (75%) of the nation's thirty (30) largest banks (provided, that if neither rate is available for any reason, then a reasonably equivalent rate shall be used) over (B) the amount of such rental loss that Tenant proves could be reasonably avoided by commercially reasonable mitigation efforts by Landlord, discounted at the Discount Rate for the same period, plus (ii) all reasonable legal fees and other costs and expenses incurred by Landlord as a result of Tenant's default under this Lease. If any law shall limit the amount of liquidated final damages to less than the amount agreed above upon, Landlord shall be entitled to the maximum amount allowable under such Law.

Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy at law or in equity, including the right of injunction. Tenant waives any rights of redemption granted by any Laws if Tenant is evicted or dispossessed, for any cause, or if Landlord obtains possession of the Premises by reason of the violation by Tenant of any of the terms of this Lease. Landlord also hereby acknowledges and agrees to use commercially reasonable efforts to relet the Premises following an Event of Default by Tenant which shall be deemed to be satisfied by Landlord by (1) listing the Premises for lease with a commercial real estate broker, and (2) marketing the Premises consistent with Landlord's marketing of other similar commercial properties available for lease by Landlord."

(c) The following is added as a new subsection (i) of Section 23 of Part II of the Lease:

"(i) In the event of any default by Landlord under this Lease ("Landlord Default"), Tenant may give Landlord written notice specifying such Landlord Default and, if Tenant shall do so, then Landlord shall have thirty (30) days in which to cure any such Landlord Default; provided, however, that if the nature of the Landlord Default is such that more than thirty (30) days are required for its cure, then Landlord shall not be in default if Landlord commences to cure within said thirty (30) days and thereafter diligently prosecutes the same to completion. In the event that Landlord shall remain in default following its said right to cure, then, in addition to all other rights and remedies available to Tenant at law and in equity, excluding any right to consequential or special damages, Tenant may cure such Landlord Default on behalf of Landlord by doing the necessary work and/or making the necessary payments, and billing Landlord for the reasonable costs thereof, which Landlord agrees to pay to Tenant within thirty (30) days of receipt of Tenant's demand therefor and reasonable evidence of the cost of the same. In the event Landlord fails to pay Tenant for said cost within such time, said outstanding amount shall accrue interest at an annual rate equal to the lesser of

the Lease Default Rate (as defined in the Lease) or the maximum rate allowed by law until such amount and all interest accrued thereon are paid in full.”

14. Insurance. Section 32 of Part II of the Lease is hereby deleted in its entirety and the following is substituted therefor:

“INSURANCE -

32. (a) Tenant shall maintain Causes of Loss-Special Form (formerly known as All-Risk) insurance for the Building for one hundred percent (100%) of its replacement value. Said insurance shall not exclude flood coverage if the Building is located in a Flood Zone A or V, and shall not exclude earthquake coverage. Tenant hereby agrees that all proceeds received from such insurance shall be used in the first instance in accordance with Tenant’s obligations under Section 13 of Part II of this Lease. Tenant also shall maintain (i) Commercial General Liability insurance coverage, written on an occurrence basis; in combined policy limits of not less than Five Million and No/100 Dollars (\$5,000,000.00) per occurrence for bodily injury and for property damage arising out of the Premises, and (ii) workers’ compensation insurance covering all persons employed by Tenant on the Premises in connection with any work done on or about any of the Premises for which claims for death or bodily injury could be asserted against Landlord, Tenant or the Premises.

(b) At all times when any construction is in progress, Tenant shall maintain or cause to be maintained by its contractors and subcontractors, builder’s risk insurance, completed value form, covering all physical loss, in an amount reasonably satisfactory to Landlord.

(c) Tenant shall make available to Landlord evidence of all insurance required to be carried by Tenant under the provisions of this Lease. Tenant will provide such evidence to Landlord by granting Landlord access to an internet web site containing such evidence, or at Tenant’s option, by other means.

(d) Except to the extent that Tenant has elected to self insure as provided below, all insurance coverage required to be carried hereunder: shall be carried with insurance companies licensed or permitted to do business in the state in which the Building is located; and which companies shall have a credit rating of A- or better by A.M. Best’s (or any successor thereto), or A- or better by Standard & Poor’s Rating Services, a division of The McGraw-Hill Companies, Inc. (or any successor thereto, “S&P”) or A2 or better by Moody’s Investors Services, Inc. (or any successor thereto, “Moody’s”); and shall require the insured’s insurance carrier to notify the other party hereto at least thirty (30) days prior to any cancellation of such insurance.

(e) All insurance required or permitted to be maintained by Tenant under this Section shall name Tenant as the named insured and Landlord and Landlord’s lender as additional insureds and/or as loss payees, as appropriate, as their respective interests may appear.

(f) Notwithstanding anything in this Lease to the contrary, during such time as (i) Tenant is an affiliate or subsidiary of Guarantor, (ii) the net worth of Guarantor, as determined in accordance with generally accepted accounting principles consistently applied, shall be at least One Hundred Million Dollars (\$100,000,000), and (iii) Guarantor's long-term unsecured debt is rated at least "BBB" by S&P and "Baa3" by Moody's, Tenant may self-insure any or all of the coverage required to be maintained by Tenant hereunder, provided that such self-insurance does not violate any Laws. Tenant shall provide Landlord, with notice indicating its decision to self-insure hereunder which shall be valid until revoked by Tenant.

(g) Each Cause of Loss – Special Form insurance policy referred to above, to the extent applicable, shall contain standard non-contributory mortgagee clauses in favor of Lender and shall provide that it may not be canceled except after thirty (30) days' prior notice to Landlord and Lender and that any loss otherwise payable thereunder shall be payable notwithstanding (i) any act or omission of Landlord or Tenant which might, absent such provision, result in a forfeiture of all or a part of such insurance payment, (ii) the occupation or use of any of the Premises for purposes more hazardous than permitted by the provisions of such policy, (iii) any foreclosure or other action or proceeding taken by any lender pursuant to any provision of a mortgage upon the happening of an event of default therein, or (iv) any change in title or ownership of any of the Premises. Any insurance policy may be written with a deductible of not more than Five Hundred Thousand and No/100 Dollars (\$500,000.00); provided, that unless the long-term unsecured debt of Tenant or Guarantor is rated BBB or better by S&P and Baa3 or better by Moody's, said deductible amounts may not exceed One Hundred Thousand and No/100 Dollars (\$100,000.00).

(h) Any insurance required to be provided by Tenant pursuant to this Lease may be provided by a Business Owner Policy, or any equivalent thereof, or by "blanket" policy or policies covering the Premises and other locations of Tenant and/or affiliates of Tenant, provided such policy or "blanket" policy or policies complies with all of the other requirements of this Lease with respect to the insurance involved. In the event any such insurance is covered under a Business Owner Policy or blanket policy, Tenant shall deliver to Landlord evidence of the issuance and effectiveness of the policy, the amount and character of the coverage with respect to the Premises and the presence in the policy of the character required in the above requirements of this Lease with respect to the insurance involved."

15. Tenant Exclusive.

(a) A new Section 47 of Part II is hereby added to the Lease as follows:

"TENANT EXCLUSIVE –

47. (a) If Landlord or any of its affiliates holds or acquires a controlling interest in any real estate immediately adjacent to the Premises or at the same intersection as the Premises, in the event that the Premises is located at an intersection (the "Restricted Land"), then, provided that Tenant is not in default of any of its monetary obligations contained in this Lease beyond all applicable notice and cure

periods, and provided that Tenant is conducting business in the Premises as a retail pharmacy, Tenant shall have the options described below if, after the Effective Date of the First Amendment to Lease, Landlord or any of its affiliates enters into a new lease, amends an existing lease or, except in circumstances where Landlord is required to deliver its consent or may not unreasonably withhold such consent, provides consent under an existing lease, permitting a "Conflicting Use" (as that term is defined below) on the Restricted Land. As used herein, "Conflicting Use" shall mean a health and beauty aids store, a store offering one-hour or other on-site photo processing, including, without limitation, digital photo processing, a vitamin store, a pharmacy mail order facility, a drug store, a pharmacy prescription department, a retail health center, the sale of alcoholic beverages, including without limitation beer, wine and distilled spirits, for off-premises consumption but only if the Premises is selling alcoholic beverages, beer, wine and/or distilled spirits, and/or a discount, 99 cents store or "dollar store" which sells general merchandise (a "Dollar Store"). Examples of a Dollar Store (without limiting such Dollar Stores only to those listed) are stores such as Fred's, Dollar Store, Dollar General, or Family Dollar. In no event shall the definition of a Conflicting Use include a convenience store that is operated as part of a gas station (examples of which include, without limitation, 7-Eleven, WaWa, Circle K, Big Apple or Cumberland Farms), or a supermarket, provided a supermarket with a pharmacy shall not be permitted.

(b) As used in this Lease:

(i) the term "pharmacy prescription department" shall include the dispensing, distribution or furnishing of prescription drugs by pharmacists, physicians, dentists, other health care practitioners or entities such as health maintenance organizations for a fee or profit and a facility which accepts prescriptions from customers which are filled elsewhere and delivered to the customer. A "pharmacy prescription department" shall not include the distribution or furnishing of free samples of prescription drugs by physicians, dentists, other health care practitioners, or entities such as clinics or health maintenance organizations.

(ii) the term "health and beauty aids store" shall mean a store which devotes more than ten percent (10%) of contiguous retail selling space to the display and sale of health and beauty aids.

(iii) the term "retail health center" shall include such operations as Tenant's "Minute Clinic" or other similar use providing walk-in, non-traumatic medical services, but specifically excluding physician, dentistry, optometrists, or other health care offices or practitioners, dialysis providers, or day spas such as Massage Envy or a similar day spa concept.

(c) If any of the provisions of this Section shall be violated and Landlord shall not cure such violation within ninety (90) days after receipt of Tenant's notice thereof, Tenant may, at any time thereafter, (i) upon thirty (30) days' prior written notice to Landlord pay to Landlord Fixed Rent reduced to a level equal to fifty percent (50%) of Fixed Rent due under this Lease ("Alternate Rent"), which Fixed Rent shall

be so reduced until such time as such violation is cured; or (ii) upon one hundred eighty (180) days' notice to Landlord, terminate this Lease. Notwithstanding the foregoing, Tenant shall not have the right to elect to pay Alternate Rent or terminate this Lease for a violation of this Section if another tenant or occupant violates a provision of its lease agreement regarding its premises (a "Rogue Tenant"), which lease agreement either does not permit or specifically prohibits the Conflicting Use, provided that Landlord following receipt of notice from Tenant advising of a violation of this Section as a result of the actions of such Rogue Tenant, promptly commences an action or proceeding (or arbitration, if required by such lease) against such Rogue Tenant, and thereafter uses commercially reasonable and good faith efforts to enforce its rights under such lease seeking to obtain a temporary restraining order, preliminary injunction, permanent injunction other court order or judgment, or order resulting from an arbitration proceeding, enjoining or stopping the lease violation.

(d) The parties further acknowledge and agree that this Section is effective as of the Effective Date of the First Amendment to this Lease, and applies only to those leases and occupancy agreements entered into as of or following the Effective Date of the First Amendment to this Lease, provided that Landlord or Landlord's affiliates shall not provide any consents or other amendments to leases and occupancy agreements entered into prior to the Effective Date of the First Amendment to this Lease that would result in a violation of this Section. For clarification purposes, this Section shall not apply to any properties acquired by Landlord or Landlord's affiliates as of or after the Effective Date which are subject to existing leases or occupancy agreements that would result in a violation of this Section."

16. Modification of Certain Schedules and Exhibits. The following Schedules and Exhibits of the Lease are hereby modified as follows:

(a) Schedule 1 of the Lease, Stipulated Loss Values, is hereby deleted in its entirety and "[Intentionally omitted.]" is substituted therefor.

(b) Schedule 2 of the Lease is modified as set forth above in this First Amendment.

(c) Except for the definition of the Lease Commencement Date, Date of Rent Commencement, and "Subdivision Escrow Property: No", Schedule 5 of the Lease, Additional Lease Terms, is hereby deleted in its entirety.

(d) Exhibit C (Survey Certification), and Exhibit D (Completion Certificate) of the Lease are hereby deleted in their entireties and replaced with "[Intentionally omitted.]".

(e) Exhibit F of the Lease (Form of Subordination, Non-Disturbance and Attornment Agreement) is hereby deleted in its entirety and replaced with Exhibit F attached hereto.

17. Guaranty. On or before the Effective Date, Tenant shall provide to Landlord a guaranty executed by CVS Health Corporation, a Delaware corporation (the "Guaranty"), in the form and substance attached hereto. The parties acknowledge that, as of the Effective Date, that

certain Corporate Guaranty dated as of December 17, 2004, given by CVS Corporation shall be replaced by the Guaranty. Landlord agrees that Guarantor shall have the same rights as Tenant set forth in Section 42, Part II of the Lease to obtain an estoppel certificate from Landlord with the certifications and information more particularly described in said Section, and Landlord agrees to deliver to Guarantor, from time to time as reasonably requested in writing by Guarantor, and within a reasonable period of time after receipt of such request, such estoppel certificate.

18. Taxes and Short Form Memorandum of Lease. Notwithstanding any provision of the Lease to the contrary, Landlord shall promptly pay when due all recording costs and taxes (including, without limitation, realty transfer taxes and documentary taxes) payable by Landlord or Tenant as a result of this First Amendment, any extension of the term of the Lease set forth in this First Amendment, and the recording of the Amended Memorandum of Lease. Contemporaneously herewith and at Landlord's sole cost and expense, Landlord shall cause to be recorded, the Amended Memorandum of Lease which Landlord and Tenant have executed.

19. Continuing Effect. The Lease, as modified by the terms and provisions of this First Amendment, is hereby ratified and confirmed by the parties hereto and shall continue in full force and effect. In the event of any conflict between the terms, covenants and conditions contained in this First Amendment and the terms, covenants and conditions contained in the Lease, the terms, covenants and conditions contained in this First Amendment shall supersede and control the rights and obligations of Landlord and Tenant.

20. Parties Bound. This First Amendment shall be binding upon the parties hereto and their respective permitted successors and assigns.

21. Counterparts. To facilitate execution, this First Amendment may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this First Amendment to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Delivery of an executed counterpart of this First Amendment by facsimile or electronic mail shall be binding upon the party so delivering. Each of the parties also agree that the delivery of an executed copy of this First Amendment by facsimile, email or via another method of exchanging electronic signatures (e.g. Docusign, Adobe Sign, etc.) shall be legal and binding and shall have the same full force and effect as if an original executed copy of this First Amendment had been delivered, and neither party will have the right to object to the manner (i.e. electronic signatures, fax, or scanned images of signature pages) in which the First Amendment was executed as a defense to the enforcement of this First Amendment.

22. Headings. The headings of the Sections in this First Amendment are for convenience of reference only, and shall not be used in interpreting this First Amendment.

23. No Brokers. Landlord and Tenant each represent and warrant that it has had no dealings or conversations with any real estate broker or consultant in connection with the negotiation and execution of this First Amendment. Landlord and Tenant each agree to defend, indemnify and hold harmless the other against all liabilities arising from any claim of any other real estate brokers, including cost of counsel fees, resulting from their respective acts.

24. Section 44(h), Part II of the Lease. Landlord represents and warrants to Tenant that the condition set forth in Section 44(h)(ii) in Part II of the Lease is not applicable as there is not any nationally recognized statistical rating organization (including, without limitation, S&P and Moody's, if applicable) which has issued a rating of any securities issued by the Lender or Landlord which is secured by the Premises. In addition, Landlord and Tenant hereby agree that Section 44(h) of Part II of the Lease is hereby deleted in its entirety and the following is substituted therefor:

“(h) This Lease as amended by the First Amendment to Lease (including the schedules and exhibits attached thereto) set forth the entire agreement between the parties hereto and may not be amended, changed or terminated orally or by any agreement unless such agreement shall be in writing and signed by Tenant and Landlord and approved in writing by the Lender (if any). Landlord and Tenant further agree that this Lease shall not be amended and no amendment shall be effective unless CVS Health Corporation remains liable for all of the Tenant's obligations under this Lease notwithstanding such amendment.”

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have caused this First Amendment to Lease to be executed under seal and delivered, each by its duly authorized representative, effective as of the day and year set forth above.

LANDLORD:

3 PHARMS GA LLC,
a Florida limited liability company

By: Abraham Franco (SEAL)
Name: Abraham Franco
Title: manager

TENANT:

GEORGIA CVS PHARMACY, L.L.C.,
a Georgia limited liability company

By: _____ (SEAL)
Name: _____
Title: _____

CVS Legal Approval:

[Guaranty follows.]

IN WITNESS WHEREOF, Landlord and Tenant have caused this First Amendment to Lease to be executed under seal and delivered, each by its duly authorized representative, effective as of the day and year set forth above.

LANDLORD:

3 PHARMS GA LLC,
a Florida limited liability company

By: _____ (SEAL)
Name: _____
Title: _____

TENANT:

GEORGIA CVS PHARMACY, L.L.C.,
a Georgia limited liability company

By: Michael J Kurimcak (SEAL)
Michael J Kurimcak (Jun 16, 2021 08:44 CDT)
Name: Michael J. Kurimcak
Title: Vice President

CVS Legal Approval:

TAM

[Guaranty follows.]

June 17, 2021

CVS Store No. 4545
Location: Macon, GeorgiaAMENDED AND RESTATED CORPORATE GUARANTY

Reference is hereby made to that certain Corporate Guaranty dated as of December 17, 2004, executed by CVS Corporation, now known as the undersigned, CVS Health Corporation (the "Guarantor"), with respect to the original Lease described herein, which as of the execution and delivery hereof shall be superseded and replaced in its entirety by this Amended and Restated Corporate Guaranty. Reference is hereby made to 3 PHARMS GA LLC, a Florida limited liability company (the "Landlord"), and GEORGIA CVS PHARMACY, L.L.C., a Georgia limited liability company ("Tenant"). In consideration of and as an inducement for the granting, execution and delivery of that certain Lease dated as of December 17, 2004, executed by Landlord's predecessor-in-interest (SCP 2004E-032 LLC, a Delaware limited liability company) and Tenant's predecessor-in-interest (Revco Discount Drug Centers, Inc.), as amended by that certain First Amendment to Lease dated contemporaneously herewith executed by Landlord and Tenant (as amended, the "Lease") for certain premises located at 1615 Forest Hill Road, Macon, Georgia 31210, as more particularly described in the Lease and in further consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by Landlord to the Guarantor, Guarantor, intending to be legally bound, hereby irrevocably guarantees to Landlord (i) the full and prompt payment when due (whether at stated maturity, by acceleration, or otherwise) of all Fixed Rent and Additional Rent and any and all other sums and charges payable or to become payable by Tenant under the Lease, and (ii) the full, faithful and prompt performance and observance of all the covenants, terms, conditions, and agreements contained in the Lease which are to be performed and observed by Tenant (all payment and performance obligations referred to in clauses (i) and (ii) being referred to herein, collectively, as the "Obligations"); and Guarantor does hereby become primary obligor, and not only surety to Landlord, for and with respect to all of the Obligations.

Guarantor further agrees to pay all damages and all costs and expenses that may arise in consequence of any Event of Default by Tenant under the Lease or in connection with the successful enforcement of any rights under this Guaranty (including, without limitation, all reasonable attorneys' fees incurred by Landlord or caused by any such Event of Default and/or by such enforcement of this Guaranty). Without limiting any other provision of this Guaranty, the Guarantor's liability under this Guaranty shall extend to and include all amounts which constitute part of the Obligations and would be owed by the Tenant under the Lease but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Tenant. The provisions of this paragraph shall survive the payment and performance of the Obligations, and the termination of this Guaranty.

This Guaranty is an absolute, irrevocable and unconditional guaranty of payment (and not merely of collection) and of performance. Guarantor's liability hereunder is direct and is independent of the Obligations, and may be enforced without Landlord being required to resort to any other right, remedy or security.

This Guaranty shall be a continuing Guaranty, and Guarantor, to the fullest extent now or hereafter not prohibited by law, hereby waives all suretyship defenses and defenses in the nature thereof.

All of Landlord's rights and remedies under the Lease and under this Guaranty are intended to be distinct, separate and cumulative and no such right or remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others or of any rights or remedies provided by law. No termination of the Lease or taking or recovering of the premises demised thereby shall deprive Landlord of any of its rights and remedies against Guarantor under this Guaranty. This Guaranty shall apply to the Obligations of Tenant under the Lease as in effect on the date hereof as well as to the Obligations of Tenant under the Lease as it may be extended, renewed, amended, modified or supplemented.

Guarantor further agrees that, to the extent that the Tenant or the Guarantor makes a payment or payments to the Landlord, which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to the Tenant or the Guarantor or their respective estate, trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, this Guaranty and the advances or part thereof which have been paid, reduced or satisfied by such amount shall be reinstated and continued in full force and effect as of the date such initial payment, reduction or satisfaction occurred. The provisions of this paragraph shall survive the payment and performance of the Obligations and the termination of this Guaranty.

Until such time as all the Obligations have been fully and indefeasibly paid to Landlord and performed in full, Guarantor shall have no rights (direct or indirect) of subrogation, contribution, reimbursement, indemnification or other rights of payment or recovery from any person or entity (including, without limitation, the Tenant) for any payments made by the Guarantor hereunder, and Guarantor hereby waives and releases absolutely and unconditionally, any such rights of subrogation, contribution, reimbursement, indemnification and other rights of payment or recovery which it may now have or hereafter acquire.

Guarantor represents and warrants to Landlord that (a) the execution and delivery of this Guaranty has been duly authorized in accordance with the organizational documents of Guarantor and does not contravene any law, or any contractual or legal restriction, applicable to it, (b) no authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for its execution, delivery and performance of this Guaranty, (c) there are no conditions precedent to the effectiveness of this Guaranty that have not been satisfied or waived, (d) Tenant is a direct or an indirect wholly owned subsidiary of Guarantor, (e) Guarantor will, directly or indirectly, benefit from the transaction which is the subject of the Lease, and (f) neither the execution, delivery or performance of this Guaranty, nor compliance with the terms and provisions hereof, conflicts or will conflict with or results or will result in a default under or a breach of any of the terms, conditions or provisions of the Certificate of Incorporation or the Bylaws of the Guarantor or of any contract to which the Guarantor is a party or by which it is bound.

This Guaranty shall be legally binding upon Guarantor and its successors and assigns and shall inure to the benefit of Landlord and Landlord's successors and assigns. Reference herein to Landlord shall be deemed to include Landlord and its successors and assigns. Reference herein to

Tenant shall be deemed to include Tenant and its successors and assigns. Without limiting the generality of the foregoing, the Landlord may assign or otherwise transfer (whether as an outright assignment or transfer or as collateral) all or any portion of its rights and obligations under the Lease to any other person or entity (any such person or entity, a "Landlord Assign") and such Landlord Assign shall thereupon become vested (on a non-exclusive basis, as an additional beneficiary) with all the benefits in respect thereof granted to the Landlord herein or otherwise.

THIS GUARANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF (OTHER THAN THE PROVISIONS OF SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW). GUARANTOR HEREBY SUBMITS TO PERSONAL JURISDICTION IN SAID STATE AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN SAID STATE (AND ANY APPELLATE COURTS TAKING APPEALS THEREFROM) FOR THE ENFORCEMENT OF GUARANTOR'S OBLIGATIONS HEREUNDER, AND WAIVES ANY AND ALL PERSONAL RIGHTS UNDER THE LAW OF ANY OTHER STATE TO OBJECT TO JURISDICTION WITHIN SUCH STATE FOR THE PURPOSES OF SUCH ACTION, SUIT, PROCEEDING OR LITIGATION TO ENFORCE SUCH OBLIGATIONS. GUARANTOR HEREBY WAIVES AND AGREES NOT TO ASSERT, AS A DEFENSE IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY, (A) THAT IT IS NOT SUBJECT TO SUCH JURISDICTION OR THAT SUCH ACTION, SUIT OR PROCEEDING MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN THOSE COURTS OR THAT THIS GUARANTY MAY NOT BE ENFORCED IN OR BY THOSE COURTS OR THAT IT IS EXEMPT OR IMMUNE FROM EXECUTION, (B) THAT THE ACTION, SUIT OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, OR (C) THAT THE VENUE OF THE ACTION, SUIT OR PROCEEDING IS IMPROPER (BUT NOTHING HEREIN SHALL AFFECT THE RIGHT OF LANDLORD OR ANY LANDLORD ASSIGN TO BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM). IN THE EVENT ANY SUCH ACTION, SUIT, PROCEEDING OR LITIGATION IS COMMENCED, GUARANTOR AGREES THAT SERVICE OF PROCESS MAY BE MADE, AND PERSONAL JURISDICTION OVER GUARANTOR OBTAINED, BY SERVICE OF A COPY OF THE SUMMONS, COMPLAINT AND OTHER PLEADINGS REQUIRED TO COMMENCE SUCH LITIGATION UPON GUARANTOR AT GUARANTOR'S ADDRESS SET FORTH HEREIN.

Without the prior written consent thereto by Landlord, Guarantor will not enter into any amendment to this Guaranty and without such consent no such amendment will be effective in any event. No waiver of any provision of this Guaranty, and no consent to any departure by Guarantor herefrom, shall be effective without the prior written consent thereto by Landlord, and any waiver or consent for which such written consent is given shall be effective only in the specific instance and for the specific purpose for which given. No failure on the part of the Landlord to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Guarantor will from time to time during the Term (as defined in the Lease), promptly following request of Landlord, cause an appropriate officer to certify in writing to Landlord that a copy of this Guaranty is a true and correct copy of the original hereof, that there have been no amendments or modifications to this Guaranty (or if there have been

amendments or modifications in accordance with the terms of this Guaranty, specifying same), and that this Guaranty remains in full force and effect in accordance with its terms.

At any time when Guarantor is not a reporting company under the Securities and Exchange Act of 1934, as amended, it will deliver to Landlord the following information:

(a) within ninety (90) days after the end of each fiscal year of Guarantor, a balance sheet of Guarantor and its consolidated subsidiaries as at the end of such year, a statement of profits and losses of Guarantor and its consolidated subsidiaries for such year, and a statement of cash flows of Guarantor, and its consolidated subsidiaries for such year, setting forth in each case, in comparative form, the corresponding figures for the preceding fiscal year in reasonable detail and scope and certified by independent certified public accountants of recognized national standing selected by Guarantor; and (b) within forty-five (45) days after the end of each of the first three (3) fiscal quarters of Guarantor a balance sheet of Guarantor and its consolidated subsidiaries as at the end of such quarter, statements of profits and losses of Guarantor and its consolidated subsidiaries for such quarter and a statement of cash flows of Guarantor and in each case, in comparative form, the corresponding figures for the similar quarter of the preceding year, in reasonable detail and scope, and certified to be true and complete by a financial officer of Guarantor having knowledge thereof; the foregoing financial statements all being prepared in accordance with generally accepted accounting principles, consistently applied (except as otherwise stated therein).

GUARANTOR AND LANDLORD (BY ITS ACCEPTANCE OF THIS GUARANTY) HEREBY MUTUALLY WAIVE TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE ARISING HEREUNDER. The provisions of this paragraph shall survive the payment and performance of the Obligations and the termination of this Guaranty.

Notwithstanding anything to the contrary set forth in this Guaranty, in the event (1) an amendment to or extension or modification of the Lease which increases or extends the obligations of Guarantor (including any extension of the Term of the Lease) is entered into by a Tenant without the written consent of Guarantor, and (2) at the time of such amendment to or extension or modification of the Lease, the Tenant is not an affiliate of Guarantor, then any such amendment to or modification of the Lease shall be deemed to be a "Non-Approved Lease Amendment." In the event of a Non-Approved Lease Amendment (a) this Guaranty and the Guarantor's obligations hereunder shall continue in full force and effect with respect to the Lease (as modified by any amendments or modifications which are not Non-Approved Lease Amendments) as if no such Non-Approved Lease Amendment had occurred, (b) Guarantor shall not have, and not be deemed to have, guaranteed any additional obligations which are specifically included in such Non-Approved Lease Amendment, and (c) in no event shall Guarantor be relieved of any of its obligations hereunder with respect to Tenant's obligations under the Lease which existed without taking into account such Non-Approved Lease Amendment. As used in this paragraph and in the following paragraph, an affiliate of Guarantor shall mean a person or entity controlling, controlled by or under common control with Guarantor.

In the event that the Lease is assigned by Tenant, or all or a portion of the premises subject to the Lease are subleased, to a party (a "Non-Affiliate") that is not an affiliate of Guarantor, and if Landlord is given written notice of such assignment or sublease to a Non-Affiliate of Guarantor, then the Landlord agrees (by its acceptance of this Guaranty) to use its good faith efforts to deliver

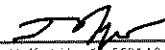
to the Guarantor copies of all notices of non-payment, non-performance or non-observance that the Landlord delivers to such Non-Affiliate; provided, however, the failure of the Landlord to deliver copies of such notices to the Guarantor shall not affect the liability of the Guarantor hereunder.

All notices and other communications provided for hereunder shall be transmitted in writing or by electronic transmission and mailed, delivered or transmitted, if to the Guarantor, at its address at One CVS Drive, Woonsocket, Rhode Island 02895, ATTN: General Counsel, and if to Landlord or any successor of Landlord at its address as may be designated by such party in a written notice to the Guarantor. All such notices and other communications shall be effective when deposited in the mails, delivered to a reputable courier or transmitted.

Except for provisions of this Guaranty which by their terms survive the termination hereof, this Guaranty shall terminate after all of the following shall have occurred: (i) all Fixed Rent, all Additional Rent and all other sums and charges payable or to become payable by the Tenant under the Lease shall have been indefeasibly paid in full in cash; and (ii) all other Obligations of the Tenant under the Lease shall have been performed in full in strict accordance with the terms and provisions of the Lease.

IN WITNESS WHEREOF, Guarantor, intending to be legally bound hereby, has caused this Corporate Guaranty to be executed by its duly authorized officer and its corporate seal to be hereunto duly affixed, as of the date first set forth above.

CVS Health Corporation,
a Delaware corporation

By: 
Tom Moffatt (Jun 16, 2021 10:13 EDT)
Name: Thomas S. Moffatt
Title: Vice President and Assistant
Corporate Secretary

CVS Legal Approval:
TAM

EXHIBIT F

**FORM OF SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20__, by and between _____, with offices at c/o CVS Pharmacy, Inc. ATTN: Property Administration Department, One CVS Drive, Woonsocket, Rhode Island 02895 ("Tenant") and _____, having its office at _____ ("Mortgagee"), and _____, having its office at _____ ("Landlord").

WITNESSETH:

WHEREAS, Tenant and Landlord are the successors-in-interest to that certain Lease entered into by _____, as landlord, and _____, as tenant, dated - _____, as amended by that certain First Amendment to Lease dated contemporaneously herewith and entered into by Landlord and Tenant (collectively, the "Lease") covering the premises located at _____ described on Exhibit A attached hereto and to the Memorandum of Lease dated _____ and recorded at _____ and as more specifically described in the Lease (the "Premises"); and

WHEREAS, Mortgagee has made or has agreed to make a mortgage loan in the original principal amount of \$ _____ ("Loan") to Landlord evidenced by a promissory note secured by, among other security, a certain Mortgage/Deed of Trust/Deed to Secure Debt and Security Agreement ("Mortgage") on Landlord's property; and

WHEREAS, the Mortgage, and any other documents or instruments evidencing or securing the Loan are hereinafter collectively referred to as the "Loan Documents"; and

WHEREAS, Mortgagee has been requested by Tenant and by Landlord to enter into a non-disturbance agreement with Tenant;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, Mortgagee and Tenant and Landlord hereby agree and covenant as follows:

1. The Lease and any extensions, renewals, replacements or modifications thereof, and Tenant's interest in the Premises under the Lease, are and shall at all times be subject, subordinate,

and inferior to the lien of the Loan Documents and to the lien of all renewals, modifications and extensions thereof, subject to the terms and conditions set forth in this Agreement.

2. Notwithstanding such subordination, so long as Tenant is not in default (beyond any applicable cure period) in the payment of fixed rent as set forth in the Lease, or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession of the Premises and Tenant's rights and privileges under the Lease, or any extensions or renewals thereof, shall not be diminished or interfered with by Mortgagee, and Tenant's occupancy of the Premises shall not be disturbed by Mortgagee for any reason whatsoever during the term of the Lease or any such extension or renewal thereof, except as would be permitted for Landlord to do so.

3. In addition, notwithstanding such subordination, so long as Tenant is not in default (beyond any applicable cure period) in the payment of rent or additional rent, or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Mortgagee will not join Tenant as a party defendant, unless required by law, in any foreclosure action or other proceeding for the purpose of terminating Tenant's interest and estate under the Lease or for any other purpose.

4. If the interests of Landlord in the Premises shall be transferred to and owned by Mortgagee by reason of foreclosure or other proceedings brought by it, or by deed in lieu of foreclosure, or if Mortgagee takes possession of the Premises pursuant to any provisions of the Loan Documents, then: (i) Mortgagee and Tenant shall be directly bound to each other under all the terms, covenants and conditions of the Lease for the balance of the term thereof and for any extensions or renewals thereof which may be exercised by Tenant, with the same force and effect as if Mortgagee were the Landlord under the Lease; and (ii) Tenant does hereby attorn to Mortgagee as its landlord, said attornment to be effective and self-operative (without the execution of any further instruments), immediately upon Mortgagee succeeding to the interests of the Landlord under the Lease; provided, however, regarding items (i) and (ii) above, that Tenant shall have received written notice from Mortgagee that it has succeeded to the interests of the Landlord under the Lease. The respective rights and obligations of Tenant and Mortgagee upon such attornment, to the extent of the then-remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set forth from and after Mortgagee's succession to the interests of the Landlord under the Lease, and Tenant shall have the same remedies against Mortgagee for the breach of any agreement contained in the Lease that Tenant might have under the Lease against Landlord if Mortgagee had not succeeded to the interest of Landlord; provided, however, that Mortgagee shall not be:

(a) liable for any act or omission of any prior landlord (including Landlord), except to the extent such act or omission continues during the period of possession by Mortgagee or during a period during which Mortgagee is receiving rent from Tenant pursuant to Paragraph 5 hereof; or

(b) subject to any defenses which Tenant might have against any prior landlord (including Landlord) prior to the date that Mortgagee first takes possession of the premises; or

(c) bound by any fixed rent which Tenant might have paid for more than one month in advance of the due date under the Lease; or

(d) bound by any obligation of any prior Landlord to make any payment to Tenant which was required to be made prior to the time Mortgagee succeeded to any such prior landlord's interest, except if the same continues during the time Mortgagee is in possession of the Premises, is collecting Rent under the Lease and Tenant has provided Mortgagee with an additional notice and opportunity to cure as set forth in the Lease; or

(e) bound by any security deposit which Tenant may have paid to any prior landlord (including Landlord), unless such deposit is received by Mortgagee;

(f) bound by any amendment or modification or waiver of any provision of the Lease made without the prior written consent of Mortgagee, which would reduce the lease term, rents payable, or square footage; or

(g) liable with respect to warranties or indemnities of any nature whatsoever made by any prior landlord, including any warranties or indemnities regarding use, compliance with zoning, hazardous wastes or environmental laws, landlord's title, landlord's authority, habitability, fitness for purpose, or possession except for the limited covenant of title set forth in the Lease.

5. Tenant shall not be under any obligation to pay rent to Mortgagee until the Tenant shall have received written notice from Mortgagee that Mortgagee has succeeded to the interests of Landlord under the Lease or that Mortgagee has exercised its rights under the Loan Documents, and directing such payments be made to Mortgagee. Landlord by its execution of this Agreement hereby consents to such direct payments made by Tenant to Mortgagee and hereby releases and discharges Tenant of, and from all liability to Landlord on account of any such payments. Upon receipt of such notice, Tenant shall make future payments due under the Lease to Mortgagee until notified otherwise in writing in accordance with the terms of the Lease and Tenant shall not be liable to Landlord to account for such payments.

6. Tenant shall notify Mortgagee in writing at the address set forth herein of the occurrence of any default or event of default by Landlord under the Lease; and Tenant will grant to Mortgagee up to forty-five (45) days or a reasonable time (not to exceed forty-five (45) days) in which to cure Landlord's default (which time shall be at least the period of time granted to the Landlord by the Lease), provided, however, that Mortgagee shall give Tenant written notice of Mortgagee's intent to cure Landlord's default within ten (10) business days of receipt of Tenant's notice of Landlord's default. Tenant agrees that it will not terminate or cancel the Lease on account of such default until such notice to Mortgagee has been given, and Mortgagee has had the opportunity to cure any such default. Should Mortgagee fail to so notify Tenant of Mortgagee's intent to cure Landlord's default within said ten (10) business days, then Tenant shall have all available rights and remedies (including the right to cure Landlord's default) under the Lease, at law and/or in equity. It is expressly understood and agreed that the above shall not be deemed to create any obligation of Mortgagee to cure any such default or defaults. Neither Mortgagee nor any other purchaser at foreclosure or recipient of a deed in lieu thereof shall become liable under the Lease unless and until Mortgagee or such other purchaser or recipient becomes, and then only with respect to and those acts that occur during the period in which Mortgagee or its designee or nominee is, the owner of Landlord's interest in the Premises. Mortgagee shall have the right without Tenant's consent but subject to the provisions of this Agreement, to foreclose, or exercise any power of sale under, the Mortgage or to accept a conveyance in lieu of foreclosure of the Mortgage or to exercise any other remedies under the Loan Documents.

Mortgagee shall use reasonable efforts to copy Tenant on any notice of Landlord's default under the Loan Documents at the same time that Mortgagee shall serve a Notice of Default on Mortgagor.

7. This Agreement may not be modified or amended, except by a writing by all parties hereto. Upon satisfaction of the Mortgage, this Agreement shall become null and void and be of no further effect.

8. Whenever in this Agreement it is provided that notice be given to or served upon any of the parties, each such notice or demand shall be in writing, and any law or statute to the contrary notwithstanding, shall not be effective for any purpose unless the same shall be given or served as follows: If given or served by the Mortgagee, by mailing the same to the Tenant and Landlord by registered or certified mail, return receipt requested, or by overnight courier service provided a receipt is required, at the addresses listed on Page 1 of this Agreement, or at such other addresses as the Tenant and Landlord may from time to time designate by notice given to the Mortgagee; and if given or served by the Tenant, by mailing the same to the Mortgagee and Landlord by registered or certified mail, return receipt requested, or by overnight courier service provided a receipt is required, addressed to the Mortgagee and Landlord at the addresses listed on Page 1 of this Agreement, or at such other addresses as the Mortgagee and Landlord may from time to time designate by written notice given to Tenant; and if given or served by Landlord, by mailing the same to Tenant and Mortgagee by registered or certified mail, return receipt requested, or by overnight courier service provided a receipt is required, addressed to the Tenant and Mortgagee at the addresses listed on Page 1 of this Agreement, or such other addresses as the Tenant and Mortgagee may from time to time designate by written notice given to Landlord.

9. Notwithstanding anything to the contrary contained herein, to the extent that the provisions of the Lease are inconsistent with the provisions of the Mortgage with respect to Tenant's entitlement to any condemnation award for a taking of all or part of the Premises, the provisions of the Lease shall have priority and shall control, and Mortgagee waives any rights it may have under the Mortgage to receive any condemnation award allocated to Tenant under the Lease.

10. Anything herein or in the Lease to the contrary notwithstanding, in the event that Mortgagee shall acquire title to the Premises, or shall otherwise become liable for any obligations of Landlord under the Lease, Mortgagee shall have no obligations, nor incur any liability, beyond Mortgagee's then interest, if any, in the Premises and the Lease, and Tenant shall look exclusively to such interest of Mortgagee, if any, in the Premises and the Lease, for the payment and discharge of any obligations imposed upon Mortgagee hereunder or under the Lease. Tenant agrees that with respect to any money judgment which may be obtained or secured by Tenant against Mortgagee, Tenant shall look solely to the estate or interest owned by Mortgagee in the Premises, and Tenant will not collect or attempt to collect any such judgment out of any other assets of Mortgagee.

11. Notwithstanding anything herein to the contrary, Tenant shall not be deemed to be in default under any of the terms or conditions of this Agreement until Tenant has received a fully executed original copy of this Agreement.

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns. In addition, this Agreement shall be binding upon any successor to Mortgagee's interest as Landlord of the Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed as of the day and year first above written.

WITNESS:

TENANT:

Name: _____

By: Abraham
Name: Abraham Grenco
Title: Manager

Name: _____

MORTGAGEE:

Name: _____

By: _____
Name: _____
Title: _____

Name: _____

LANDLORD:

Name: _____

By: _____
Name: _____
Title: _____

Name: _____

STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared _____, who, being by me duly sworn, did depose and say that he/she resides at _____; that he/she is _____ of _____, the corporation described in and which executed the above instrument and that he/she executed this instrument on behalf of said corporation and that he/she had authority to do so.

NOTARY PUBLIC

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, 20__, before me personally appeared _____, who, being by me duly sworn, did depose and say that he/she resides at _____; that he/she is _____ of _____, the corporation described in and which executed the above instrument and that he/she executed this instrument on behalf of said corporation and that he/she had authority to do so.

NOTARY PUBLIC

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, 20__, before me personally appeared _____, who, being by me duly sworn, did depose and say that he/she resides at _____; that he/she is _____ of _____, the corporation described in and which executed the above instrument and that he/she executed this instrument on behalf of said corporation and that he/she had authority to do so.

NOTARY PUBLIC

EXHIBIT A
TO
SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

ADDED TO THE MAY 7, 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.

Rev.08/2023

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

BUSINESS

Federal Tax ID #: 883283855 State Tax ID #: 20279392869
 Business Name: Family Food Mart Corporate and Trade Name: Sam 786 LLC
 Local Business Address: 605 Pio Nono Ave, Macon, GA 31204
(P.O. Box Not Allowed) City State Zip
 Mailing Address: 605 Pio Nono Ave, Macon, GA, 31204
(City State Zip)
 Local Business Phone #: _____ Email Address: mryfatima@gmail.com
 Contact Person: Maryam Contact Phone #: [REDACTED]

AGENT

Agent's Name: Maryam Fatima Agent's Title: Owner / Manager
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Home Address: 716 Latrobe way City: Macon State: GA Zip: 31220
 Home Phone #: [REDACTED] Email: mryfatima@gmail.com
 Mailing Address: 605 Pio Nono Ave City: Macon State: GA Zip: 31220

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: _____ Title: _____
 Home Address: _____ City: _____ State: _____ Zip: _____
 Home Phone #: _____ Email: _____
 Mailing Address: _____ City: _____ State: _____ Zip: _____

Rev. 08/23

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print): <u>Maryam Fatima Haseeb</u>			
Home Address: <u>710 Latrobe way, Macon, GA 31220</u>			
Sex	Race	Date of Birth	Social Security Number
<u>Female</u>	<u>Asian</u>		



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



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

Signature

M. Fatima

Date

04-01-2024

*****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

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

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

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

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

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

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

Business Name: Family Food Mart (Sam 786+ LLC)

Printed Name of Applicant: Maryam Fatima Haseeb

*Signature of Applicant: *mfatim*

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 1 DAY OF April, 2024

Megan Foskey
 NOTARY PUBLIC

March 26 2027
 MY COMMISSION EXPIRES



Case Result | Case Status: Status Returned

SAVE

SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Lawful Permanent Resident-Employment Authorized

The applicant is a non-national of the U.S. who has been granted authorization to live and work in the United States permanently as an immigrant. See the [Guide to Understanding SAVE Verification Responses](#) for additional information.

Follow your agency's policy when determining whether this applicant is eligible for benefits.

SAVE Response Details

Case Verification
Number: 0024092194113XT

Class of
Admission (COA)
Code: IR6

Date Admitted To: INDEFINITE

Employment
Authorization
Document (EAD)
Expiration Date: 06/28/2033

Agency Submitted Details

Full Name: maryam gatima Haseeb

Date of Birth: [REDACTED]

Alien Number: [REDACTED]

Initiated On: 04/01/2024

Initiated By: DSIN0559

Point of Contact
Name: Deon Singleton

Point of Contact
Phone Number: [REDACTED]

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](#)[V371 ICA](#)[V38 ICA-Draft](#)[Provide Feedback](#)

MEASUREMENT FORM

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

APPLICANT: MARYAM FATIMA

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 605 PIO NONO AVE.

BUSINESS NAME: FAMILY FOOD MART (SAM 786 LLC)

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, or a Macon-Bibb County Housing Property measured and found to be more than 300 ft.
☐ Comply ☒ Does not Comply
2. An alcoholic beverage license has been previously issued for this location, so the license may be continued to be issued or renewed for the same location despite a nearby property use which does not meet the distance requirements.
☐ Comply ☐ Not Applicable ☒ Unknown
3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.
☐ Comply ☐ Complies , but does not comply with other restrictions
☒ Not Applicable

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

Date: 4-11-2024

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

RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises.

OR

Package Sale to Go (Convenience Store)

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

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

(Revised 8-23-2023) PJH

JCB

Family Food Mart / * Refer to
#605 Pio Nono Ave. →

750' — SCHOOL GROUND property line

Miller Middle School

1,100' — SCHOOL BUILDING

Miller Middle School

4,400' — COLLEGE CAMPUS property line

Mercer University - Main Campus

11,950' — ALCOHOLIC TREATMENT CENTER building

River Edge - Emory Hwy.

7,300' — PUBLIC LIBRARY or BRANCH building

Washington Memorial Library

3,800' — MACON-BIBB COUNTY HOUSING AUTHORITY property

Vineville Senior Living

* 140' — CHURCH (building)

Global Church

* 130' — CHURCH GROUNDS

Global Church

4,500' — M-B COUNTY RECREATION CENTER property

L. H. Williams Recreation Center

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

Applicant self-identifies as a:
"Gas Station"

Attorney's Office
Paul J. Hornowski
April 10, 2024



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
106378	535456	Print Legal Ad-IPL01660340 - IPL0166034	FAMILY FOOD MART (SA	\$46.36	1	28 L

Attention: AMS 2021

Convenient store
302 highway 49
Byron, GA 31008

mryfatima@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST
FOR Beer/Wine Package to go

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated September 1, 2022, as now or hereafter amended, notice is hereby given that on or after the April 3, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as SAM 786 LLC (Family Food Mart), 605 pio Nono 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 March 27, 2024. Maryam Fatema,
Applicant
IPL0166034
Mar 27, Apr 3 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:

03/27/24, 04/03/24

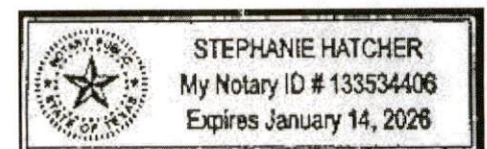
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 3rd day of April in the year of 2024

Stephanie Hatcher

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



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



MACON-BIBB COUNTY
Planning & Zoning

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

Zoning Compliance

PERMIT NO: ZC-2022-520	PERMIT TYPE: PU	DATE OF ISSUE: 09/08/2022
ISSUED TO NAME:	Maryam Fatima Haseeb Family Food Mart (Sam 786, LLC.)	
OWNER'S NAME:	DHANRAJ, INC	
PROPOSED USE:	Existing: Commercial, Industrial, or Institutional	
ADDRESS OF PROPOSED USE:	605 PIO NONO AVE	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	O074-0021	ZONING DISTRICT: C-1

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to change ownership of an existing convenience store with gas sales (10-0352). Approval is granted for alcohol sales. No outside storage or sales authorized. No signage change authorized by this permit; signage change shall require separate zoning permit. Subject to the requirements of Business Development Services. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations.

NOTE: IF CONSTRUCTION OR USE HAS NOT BEGUN BY 09/08/2023 , THIS PERMIT IS NULL & VOID

APPROVED BY: Margaret Peth

NOTICE

This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, Macon-Bibb Business Development Services, and any other governmental agency whose regulations may be applicable. Care should be given to comply with any deed restrictions applicable to the above referenced property as the Macon-Bibb Planning and Zoning Commission does not authorize the violation thereof, nor can it be held responsible for said violation. The Macon-Bibb Planning and Zoning Commission assumes no responsibility for correct location of property lines. It is the responsibility of the applicant to insure proper placement of any structure on the premises. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb Planning and Zoning Commission and on file in its office.



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	SAM 786 LLC	Control Number:	22153126
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Any legal purpose	NAICS Sub Code:	
Principal Office Address:	605 PIO NONO AVE, MACON, GA, 31204, USA	Date of Formation / Registration Date:	7/14/2022
State of Formation:	Georgia	Last Annual Registration Year:	2024

REGISTERED AGENT INFORMATION

Registered Agent Name: **MARYAM HASEEB**
Physical Address: **605 PIO NONO AVE, MACON, GA, 31204, USA**
County: **Bibb**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

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: Family Food mart Name of Corporation: Sam 186 LLC

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

Individual:

Name and Title: Maryam Fatima Haseeb Telephone Number: 5614182882

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

Residential Street Address: 710 Latrobe way, Macon GA, 31220

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

Mailing Address: 605 Pio Nono Ave, Macon, GA 31204
(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 (LLLLP)
 - ☐ General Partner holding _____% of all outstanding general partnership interests.
 - ☐ Limited Partner holding _____% of all outstanding general partnership interests.
- ☒ Limited Liability Company (LLC)
 - ☐ Managing Member, Total number of Managing 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: _____



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: Maryam Last Name: Haseeb
Home Address: 710 Latrobe way City: Macon State: GA Zip: 31220
Home Phone #: _____ Email: mryfatima@gmail.com
Date of Birth: _____ Social Security Number: _____
Mailing Address: 605 Pio Nono 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.

Maryam Haseeb
Applicant's Signature

04-01-2024
Date

I hereby certify that Maryam Haseeb 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 1 day of April, 2024

Megan Foskey
Notary Public



March 21, 2027
My Commission Expires

Rev. 7/2021



Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

MARYAM FATIMA HASEEB

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2021-12-17

Serial No.

cert_gw765w5z



Download



Maryam Haseeb



AH000579

ALCOHOL HANDLER

EXP: 12/31/2024

STATE OF GEORGIA
COUNTY OF Bibb

August 1st 2022

Management Agreement Lease

This Management Agreement ("Agreement") made and entered into as of this 1st day of August 2022 by and between

("Owner" And Master Lessee) ARZ Enterprises LLC and SAM 786 LLC
("Manager") for the store located at 605 Pio Nono Ave Macon Georgia 31204
("Premises") and more particularly known as Sunoco Family food mart ("Business").

The owner and manager agreed that for the period of Twenty four (24) Months Manager will run the store on this agreement operate the said business with full responsibilities as owner, pay all the taxes on time, and abide with all the rules and regulations of County and State.

In addition, Owner (Manager) will pay \$ 4500 as a Rent to the Landlord which will be due on or before the fifth (5th) of every month.

At the end of Agreement or anytime earlier as mutually agreed, Owner (Manager) will hand over the inventory to the Owner and clear all his obligations including, but not limited to, US express money order, Georgia lottery Corp., and EMC.

At the end of the initial months, this Agreement will be extended for another Twenty four (24) months at the sole decision of the owner with different terms and conditions agreed by both parties.

Duties of Owner (Manager): Owner (Manager) agrees to take over all the responsibilities of order for the operation and management of the business and to maintain the goodwill and profitability of the business and to preserve the equipment, fixtures, premises, contract rights and other properties of the business, including, but not limited to, the proper performance of the following duties:

- a) Maintenance of the inventory and supplies of the business at proper levels and in good order and condition.
- b) Payment of all bills and debts of the business and collection of all accounts due to the business.
- c) Maintenance of adequate insurance on the business and its properties, including payment of all premiums, therefore.
- d) Routine maintenance, repair, and replacement of the fixtures and equipment of the business.
- e) Compliance with all obligations of Owner with respect to the contract supply Agreement with new ERA petroleum, LLC including maintaining all standards and maintain all necessary paperwork for the Underground storage Tanks ("UST") required by the State of Georgia.
- f) Owner (Manager) shall be responsible for filing and paying Federal and State Income Taxes with respect to the profits of the Business and shall be entitled to all deduction with respect thereto.

Owner (Manager) shall be responsible for filing all returns and paying all Sales Taxes, Employment Taxes, License taxes and other Taxes with respect to the operation of the business as part of the cost of operation by the Owner (Manager). To the extent that any tax or license fee payable with respect to a period which overlaps the beginning or the end of this Agreement, such tax shall be prorated between the parties.

- g) Owner (Manager) shall strictly observe and shall ensure that all employees of the business observe, all applicable laws and regulation pertaining to the operation of the Business including but not limited to, laws and regulation pertaining to alcoholic beverage sales, food stamps transactions and Department of Health and Agriculture regulations.

OWNER

ARZ Enterprises LLC Zafar Abdul

Signature [Signature]

8/1/2022
Witness

Lessee

SAM 786 LLC Maryam F Haseeb

Signature : [Signature]

08/01/2022
Witness

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: Maryam Haseeb Date: 04-01-2024

Business Name: Family Food Mart (Sam 786 LLC)

I hereby certify that Maryam Haseeb (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 1 day of April, 2024

Megan Foskey
Notary Public



March 21, 2027
My Commission Expires

Ownership/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: Maryam Haseeb Date: 04-01-2024
(If different from Agent)

Title: Owner

Business Name: Family Food Mart (sam 786 LLC)

I hereby certify that Maryam Haseeb (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 1 day of April, 2024

Megan Foskey
Notary Public



March 21, 2027
My Commission Expires

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name:

Family Food Mart (Sam 786 LLC)

Business Address:

605 Pio Nono 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.

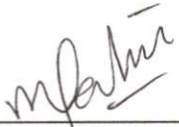
☐ **Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under \$10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," 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

04-01-2024
Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

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

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

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

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

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

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

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

Business Name: Family Food Mart (Sam 786 LLC)

Business Address: 605 Pio Nono 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.

[Signature]
Code Enforcement Department Designee

3/29/2024
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.

m. fatur
Applicant/Agent Signature

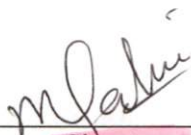
04-01-2024
Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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



Signature

Maryam Fatima Haseeb

Print Name

04-01-2024

Date



Alcohol License Questionnaire

Name of Business: Family Food Mart (Sam 786 LLC)
 Owner's Name: Maryam Fatima Haseeb
 Address: 710 Latrobe way, 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

M. Fatima

Signature

Maryam Fatima Haseeb 04-01-2024

Print Name

Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

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

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

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

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

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

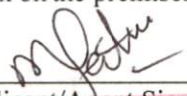
If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: Family Food Mart (Sam 786 LLC)

Business Address: 605 Pio Nono 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


Applicant/Agent Signature

04-01-2024
Date

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Maryam Fatima (owner)
2. Name of the subject of this Certificate, if different from the applicant:
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

1- Corner Grocery 2057 Walnut St Macon GA

2- Family Food Mart 605 Pio Nono Ave Macon GA

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.

Maryam Fatima Harab
Print and Sign Name

Sworn to and subscribed before me this
1 day of April, 2024.

Megan Foskey
Notary Public
My Commission Expires: 3/21/27



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Ihsan Ullah Property Owner
2. Name of the subject of this Certificate, if different from the applicant:
Family Food Mart 605 Pio Nono Ave, Macon, GA
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

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

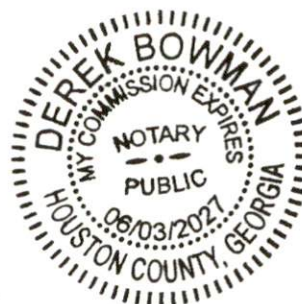
IHSAN ULLAH

Print and Sign Name

Sworn to and subscribed before me this
1 day of April, 2024.

Derek Bowman
Notary Public

My Commission Expires: 04/03/27





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: Maryam Fatima Haseeb – Fingerprints Completed: 04.16.2024

Business Name: Sam 786 LLC dba Family Food Mart

Business Address: 605 Pio Nono Ave Macon GA 31206

After investigation, I recommend that the license requested herein be:		
Granted	 Sheriff, Macon-Bibb County, Georgia	4/18/2024 Date
Denied	1C561778CDEE414... Sheriff, Macon-Bibb County, Georgia	Date

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

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



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

Review Form

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

The following required documents are included in the application:

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

Legal Review 5/2/2024 (Date)  (Initials)

Comments

After review, legal recommends approval.

Initials



Stephanie Freeman, Administrative Office Specialist

ADDED TO THE MAY 7, 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.

\$ 1500 Alcohol License Fees + \$400 Application Fee = \$ 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.

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

BUSINESS

Federal Tax ID #: 86-3793162 State Tax ID#: 20264139273
 Business Name: Marathon 610 LLC Corporate and Trade Name: Jet Food Store
 Local Business Address: 610 Sharling drive, Macon GA 31211
P.O. Box Not Allowed (City State Zip)
 Mailing Address: 610 Sharling drive, Macon GA 31211
(City State Zip)
 Local Business Phone #: 478 741 3911 Email Address: marathone610@gmail.com
 Contact Person: Vinit Patel Contact Phone #: [REDACTED]

AGENT

Agent's Name: Kzina Patel Agent's Title: Owner
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Home Address: 1301 Academic Pkwy City: Locust State: GA Zip: 30248
Grove
 Home Phone #: [REDACTED] Email: marathone610@gmail.com
 Mailing Address: 610 Sharling dr. City: Macon State: GA Zip: 31211

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: Kzina Patel Title: Owner
 Home Address: 1301 Academic City: Locust State: GA Zip: 30248
Grove
 Home Phone #: [REDACTED] Email: kvpatel614@gmail.com
 Mailing Address: 610 Sharling dr. City: 6 Macon State: GA Zip: 31211

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):		Rameshchandra KRINA R PATEL	
Home Address:		1301 Academic Pkwy, Apt #5106 Locust Grove GA	
Sex	Race	Date of Birth	Social Security Number
F	Indian		

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

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

Patel
Signature

3/22/24
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

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) 28 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: Marathon 610 LLC

Printed Name of Applicant: Krina R Patel

*Signature of Applicant: Patel

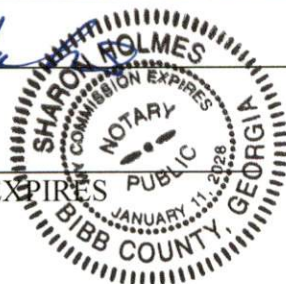
SUBSCRIBED AND SWORN BEFORE ME ON

THIS 22nd DAY OF March, 2024

Sharon Holmes
 NOTARY PUBLIC

1/11/2028

MY COMMISSION EXPIRES



MEASUREMENT FORM

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

APPLICANT: KRINA PATEL

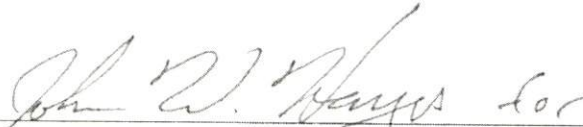
PROPOSED LICENSE: BEER, WINE, AND LIQUOR PACKAGED TO GO

BUSINESS LOCATION: 610 SHURLING DR.

BUSINESS NAME: MARATHON 610 LLC.

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, or a Macon-Bibb County Housing Property measured and found to be more than 300 ft.
☒ X Comply ☐ Does not Comply
2. An alcoholic beverage license has been previously issued for this location, so the license may be continued to be issued or renewed for the same location despite a nearby property use which does not meet the distance requirements.
☐ Comply ☐ Not Applicable ☒ X Unknown
3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.
☐ Comply ☐ Complies, but does not comply with other restrictions
☒ X Not Applicable

By: 
E. Charles Brooks, Macon-Bibb County Engineer

Date: 4/4/24

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

RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises.

OR

Package Sale to Go (Convenience Store)

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

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

(Revised 8-23-2023) PJH

Marathon 610 LLC
 #610 Shurling Drive
 1,200' — SCHOOL GROUND property line
 Apppling Middle School
 1,300' — SCHOOL BUILDING
 Apppling Middle School
 9,575' — COLLEGE CAMPUS property line
 Mercer University #433 Cherry St.
 5,550' — ALCOHOLIC TREATMENT CENTER building
 River Edge - Emory Highway
 6,700' — PUBLIC LIBRARY or BRANCH building
 Shurling Branch
 1,150' — MACON-BIBB COUNTY HOUSING AUTHORITY property
 McAffee Tower
 1,000' — CHURCH (building)
 Healing Temple Ministries
 950' — CHURCH GROUNDS
 Healing Temple Ministries
 1,125' — M-B COUNTY RECREATION CENTER property
 Rosa Jackson Community Center
 N/A — Vice Mart - Small Box Retail Store - Small Box Discount store (2500')
 Applicant self-identifies as a:
 "Gas Station"

OK!

Paul J. Hoinowski
 March 27, 2024



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
111226	534219	Print Legal Ad-IPL01655850 - IPL0165585		\$46.36	1	29 L

Attention: Marathon610 LLC

Marathon 610 LLC
610 SHURLING DR
MACON, GA 31211

marathone610@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE RE-
QUEST FOR Malt Packaged to Go,
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 April 1, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Marathon610 LLC dba Jet Food Store, 610 Shurling Drive, Macon, GA 31211. 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 March 25, 2024, Krina Patel, Applicant
IPL0165585
Mar 25, Apr 1 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:

03/25/24, 04/01/24

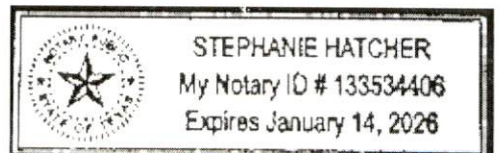
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 1st day of April in the year of 2024

Stephanie Hatcher

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



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



MACON-BIBB COUNTY
Planning & Zoning

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

Zoning Compliance

PERMIT NO: ZC-2022-969	PERMIT TYPE: PU	DATE OF ISSUE: 11/02/2022
ISSUED TO NAME:	Krina Patel	
	Marathon 610 LLC	
OWNER'S NAME:	JET 2021 LLC	
PROPOSED USE:	Existing: Commercial, Industrial, or Institutional gas station	
ADDRESS OF PROPOSED USE:	610 SHURLING DR	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	R064-0380	ZONING DISTRICT: C-4

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application-- for a convenience store with alcohol packaged to go and fuel sales; No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Any proposed arcade or gaming machines shall occupy less than thirty (30) percent or more of the gross floor area as utilized by amusement machines or their patrons; should it occupy more, than this, a conditional use for an amusement facility is required. Subject to the requirements of Business Development Services. 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: IF CONSTRUCTION OR USE HAS NOT BEGUN BY 11/02/2023 , THIS PERMIT IS NULL & VOID

APPROVED BY: John Langstaff

NOTICE

This permit is issued subject to the rules and regulations of the Macon-Bibb County Health Department, Macon-Bibb Business Development Services, and any other governmental agency whose regulations may be applicable. Care should be given to comply with any deed restrictions applicable to the above referenced property as the Macon-Bibb Planning and Zoning Commission does not authorize the violation thereof, nor can it be held responsible for said violation. The Macon-Bibb Planning and Zoning Commission assumes no responsibility for correct location of property lines. It is the responsibility of the applicant to insure proper placement of any structure on the premises. All construction or use relating to this permit must strictly comply with site plans submitted to the Macon-Bibb Planning and Zoning Commission and on file in its office.



GEORGIA
CORPORATIONS
DIVISION

GEORGIA SECRETARY OF STATE

BRAD
RAFFENSPERGER

[HOME \(/\)](#)**BUSINESS SEARCH****BUSINESS INFORMATION**

Business Name:	Marathon610 LLC	Control Number:	21117332
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Retail Trade	NAICS Sub Code:	Gasoline Stations with Convenience Stores
Principal Office Address:	610 Shurling Drive, Macon, GA, 31211, USA	Date of Formation / Registration Date:	5/4/2021
State of Formation:	Georgia	Last Annual Registration Year:	2024

REGISTERED AGENT INFORMATION

Registered Agent Name: **Krina Patel**
Physical Address: **610 Shurling Drive, Macon, GA, 31211, USA**
County: **Bibb**

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

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: Jet Food store Name of Corporation: Marathon 610 LLC

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

Individual:

Name and Title: Karina Patel (owner) Telephone Number: [REDACTED]

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

Residential Street Address: 1301 Academic Pkwy, Apt #5106 Locust Grove GA
P.O. Box Not Allowed (City State Zip)

Mailing Address: Locust Grove GA 30248
(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: _____



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: KRINA Last Name: PATEL
Home Address: 1301 Academic Pkwy City: Locust Grove State: GA Zip: 30248
Apt # 5106
Home Phone #: [REDACTED] Email: marathonc610@gmail.com
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 1301 Academic Pkwy City: Locust Grove State: GA Zip: 30248
Apt # 5106

A certificate showing completion of an Alcohol Handler's training course taken within the last three years.

An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.

Current Color photograph of applicant.

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

CERTIFICATION

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

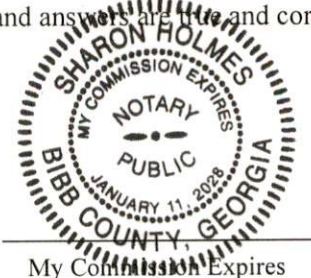
[Signature]
Applicant's Signature

03/22/24
Date

I hereby certify that Krina 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 22nd day of March, 2024

[Signature]
Notary Public





Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

KRINA PATEL

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2024-04-05

Serial No.

cert_4pv50smp





Krina Patel



AH001312

ALCOHOL HANDLER

EXP: 12/31/2024

COMMERCIAL LEASE CONTRACT

THIS COMMERCIAL LEASE CONTRACT (the "Lease"), made this 1st day of November of 2021 between JET 2021 LLC first party (hereinafter called "Landlord") and RYCA VENTURES LLC, second party (hereinafter called "Tenant").

WITNESSETH:

WHEREAS, this Lease amends, replaces and supersedes all previous agreements for possession of the Premises, as hereinafter defined;

WHEREAS, this Lease shall be the sole agreement between the Landlord and Tenant as to the possession of the Premises;

THAT, in consideration of the mutual covenants contained herein, the parties have agreed as follows:

PREMISES AND RENT: The Landlord, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, provided for and contained, to be paid kept and performed by the Tenant, has leased and rented, and by these presents leases and rents unto the said Tenant, and said Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property (hereinafter called "Premises"), to wit:

610 Shurling Drive
Macon, GA 31211

for the term of five (5) years commencing on the 1st day of November, 2021, and ending on the 31st day of October, 2026 for which the Tenant agrees to pay **Landlord** on the first of each rental month, in advance, a monthly rental of: Eight Thousand and No/100 Dollars (\$8,000.00) per month for the lease term (the "Rent").

The Lease term may be extended for as many as three (3) additional terms of five (5) years each. Tenant shall have the unilateral right to each such extension and the same shall occur automatically unless Tenant provides express notice to Landlord prior to the date occurring sixty (60) days prior to the expiration of any term indicating Tenant will not extend for an additional term.

Upon the commencement of each such extension term, there shall be a Rent increase of Five Hundred and No/100 Dollars (\$500.00) in addition to the Rent for the immediately preceding term.

SECURITY DEPOSIT: A Security Deposit shall not be required.

USE OF PREMISES: Tenant shall not use the Premises for any illegal activity. Tenant will, at Tenant's own expense, promptly comply with: (i) each and every federal, state and municipal statute, ordinance, code, rule, regulation, order, directive, or requirement, currently or hereafter existing, including, but not limited to, the Americans with Disabilities Act (the "ADA") and all environmental laws, including all of the requirements pertaining to leak detection and other regulatory compliance issues associated with the use of the underground storage tanks. Tenant shall employ a company to assure ongoing UST and GUST compliance, together with all amending and successor federal, state, county, and municipal statutes, ordinances, codes, rules, regulations, orders, directives, or requirements, and the common law, regardless of whether such laws are foreseen or unforeseen, ordinary or extraordinary, applicable to the Premises, Tenant, Tenant's use of

insurance body; or (iii) the requirements of any insurance carrier insuring the Premises; regardless of whether compliance results from any condition, event or circumstance existing on or after the commencement of the Lease term or requires structural or non-structural repairs or replacements. The failure to mention any specific statute, ordinance, rule, code, regulation, order, directive, or requirement will not be construed to mean that Tenant was not intended to comply with such statute, ordinance, rule, code, regulation, order, directive, or requirement.

TAXES: Tenant shall pay all taxes assessed against the Premises. Tenant shall pay any and all taxes, before delinquency, for any of Tenant's property located thereon. Tenant shall pay any and all other taxes and assessments relating to the Premises and/or Tenant's operation of business thereon, including without limitation sales taxes, use taxes, and occupancy taxes.

INSURANCE: Tenant shall, at Tenant's sole cost and expense, maintain and keep in force for the life of this Lease a general liability insurance policy insuring the Premises, covering the operation of the Tenant's business, and specifically including liquor liability, for claims for bodily injury, death and/or property damage, with limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. The aforesaid dollar limits shall not in any way limit the liability of Tenant. The insurance will be with a company acceptable to Landlord.

Tenant shall, at Tenant's sole cost and expense, shall at all times during the Term of this Lease procure and maintain in full force and effect an All Risk Property Insurance Policy on the entire property, which shall include flood insurance, and on all improvements constructed thereon and any additions or alterations thereto or replacements thereof. Said policy is to contain a Replacement Cost Endorsement, insuring against perils therein specified, in an amount equal to not less than one hundred percent (100%) of the replacement cost of all improvements on the Premises, exclusive of foundation and excavation costs, the proceeds of which shall be payable to Landlord and any Landlord's lender in accordance with their respective interests therein. In the event such insurance must be obtained in the name of the Landlord, Landlord will reasonably cooperate with Tenant to obtain the same, but Tenant shall be responsible to pay the policy in full at, or prior to, the time the policy is issued.

Tenant shall procure any and all other insurance as required by law, including without limitation, workers compensation insurance. *Landlord shall be named as an additional insured and loss payee in any policy required herein.*

Tenant shall procure any and all other insurance as required by Landlord's lender. Landlord agrees to reasonably cooperate to provide the requirements of such insurance to Tenant.

Prior to the commencement date, Tenant shall deliver to Landlord certificates of insurance for the aforesaid policies. Each policy of insurance shall provide for ten (10) days prior written notice to Landlord of termination or material modification of said policy by each insurance carrier. At least ten (10) days prior to the date of each annual renewal of each policy, Tenant shall deliver a certificate to Landlord evidencing the renewal, and proof of payment of the premium for such renewal.

LATE CHARGE ; SERVICE CHARGE FOR RETURNED CHECKS: A Late Charge of \$350.00 will be due on any Rent received after the 5th of the month. In the event Tenant has not paid by the 10th of the month, additional Late Charges in the amount of \$100.00 per day shall become due for each day Tenant is delinquent on Rent payment in full. A Service Charge of \$50.00 will be due on any returned checks. Landlord reserves the right to refuse to accept personal checks from the Tenant after one or more of Tenant's personal checks have been returned by the bank unpaid. Management will file dispossession warrants on or after the 15th of the month.

SS TENANT'S INITIALS

M.P. TENANT'S INITIALS

An additional charge of \$125.00 will be added to cover the cost of this warrant plus \$35.00 to cover the cost of a writ, if necessary. In the event Landlord elects to hire an attorney to collect rent, or handle dispossessory proceedings, Landlord shall be entitled to recover all costs of collection, including courts costs and attorney fees.

ABANDONMENT/GOVERNMENTAL ORDERS: Tenant agrees not to abandon or vacate the Premises during the period of this Lease and to comply with and carry out all rules, orders, requirements, ordinances, and regulations of Federal, State, City and/or County governments.

REPAIRS BY LANDLORD: Landlord shall not be required to make any repairs or improvements to Premises other than single roof repairs.

TENANT'S ACCEPTANCE OF THE PREMISES AND REPAIRS BY TENANT: Tenant accepts Premises in its present condition and agrees to surrender said Premises in as a good condition at the expiration of this Lease, natural wear and tear excepted. Tenant, at his own expense, whether the same be property of Landlord or Tenant, shall promptly repair and at all times maintain the lease Premises including, without limitation, heating and cooling units and systems in their entirety, store fixtures and equipment, electrical fixtures, equipment and electrical installation, plumbing fixtures, pipes and drains, including keeping all drains and pipes open and clear, all machinery and hardware, painting and decorations, and parking lot. Tenant, at Tenant's sole cost and expense shall keep in good order the the foundation, exterior walls, and abutting of sidewalks. Put simply, **TENANT SHALL BE SOLELY RESPONSIBLE FOR ALL MAINTENANCE AND REPAIRS ON THE PREMISES (EXCEPT ROOF EXPENSES) AND ACCEPTS THE SAME IN ITS AS-IS CONDITION WITHOUT WARRANTY.** *Tenant must keep the Property in a neat and sightly condition.*

In the event a situation arises that Tenant believes will require roof repairs, Tenant shall notify Landlord in writing, then Landlord shall secure a bid for the necessary work and pay for the same.

LICENSING AND PERMITTING: Tenant shall be solely responsible for obtaining and maintaining any and all licensing and permitting necessary to conduct its business within the Premises at Tenant's sole cost and expense, which shall include, without limitation, any Coin Operated Amusement Machine licensing and business licensing. Any and all changes in Tenant licensing and/or permitting must be approved by Landlord in writing prior to Tenant taking action to make such changes.

It is acknowledged and agreed that Tenant shall be required to assume and strictly comply with any and all Landlord's agreements binding the Premises. These agreements include, but are not limited to, any fuel supply agreement. If the fuel supply agreement ends during the Tenant's term, then the Tenant may only enter into a new fuel supply agreement with the express written permission of the Landlord. It is understood that Tenant shall not encumber the Premises in any way. Tenant agrees to terminate all vendor agreements at the termination of this Lease and shall hold Landlord harmless herein. Tenant further agrees that Tenant shall not bind the Landlord to any coin operated amusement machines ("COAM") agreement without the written consent of the Landlord. If Landlord consents to the COAM agreement, then Tenant shall obtain a no dispute certification and/or similar document from the master licensee at least five (5) days before the termination of the Lease and the Tenant assures that the master licensee shall send the no dispute certification to Georgia Lottery Corporation by or before the termination of this Lease. With Landlord's written consent, Tenant may enter into a COAM agreement for the Premises as long as the agreement is for a term of only one (1) year with no renewals and/or extensions.

EQUIPMENT, IMPROVEMENTS, AND TRADE FIXTURES: Landlord retains title and ownership to all trade fixtures, apparatus and equipment located upon the Premises on the commencement of this Lease, including all attached to or used in connection with the Premises including, but not limited to, coolers, freezers, ice machine, counters, shelves deli equipment, gasoline dispensers and underground gasoline storage tanks, pumps, dispensers, signage and self-service equipment, heating and cooling systems, walk-in coolers, and

electronic monitoring equipment, and the pipelines appurtenant thereto all of which shall remain the property of the Landlord and shall not, without the prior written consent of Landlord, be removed at any time by Tenant. All alterations, additions and improvements (except trade fixtures put in at the expense of the Tenant) shall remain upon and be surrendered with the Premises as part thereof at the termination of this lease, however, the Tenant is to make no changes of any nature in the above mentioned Premises without written consent from the Landlord of his Agent. The Tenant also agrees to indemnify the Landlord and his Agents against loss caused by and mechanic or material-man's lien against the property based on repairs, alterations, or improvements undertaken by the Tenant. Tenant may (if not in default hereunder) prior to the expiration of this Lease, or any extension or renewal thereof, remove all trade fixtures and equipment which he has placed in the Premises, provided Tenant repairs all damage to the Premises caused by such removal.

DESTRUCTION OF OR DAMAGE TO PREMISES: In the event of the total destruction of the Premises by fire or other casualty, this lease shall cease and come to an end and the Tenant shall be liable for rent only up to the time of such destruction. Should the Premises herein leased be partially damaged by a fire or other casualty at any time during the term hereof, the Tenant shall give immediate notice to the Landlord, who shall thereupon cause the same to be promptly repaired. A reduction of rent, proportionate to interference to occupancy shall be allowed the Tenant during the time necessary to restore said Premises or make the necessary repairs, as the case may be, but no reduction, however, shall be allowed for any interruption by reason of damage or repairs to adjoining or contiguous premises.

INDEMNITY: Tenant shall be responsible for the loss of or damage to property, or injury to persons, occurring in or about the Premises, by reason of any existing or future condition, defect matter of thing in said Premises or the property of which the Premises are part of, for the acts, omissions or negligence of other persons or tenants in and about the said property. The Tenant agrees to indemnify and save the Landlord harmless from all claims and liability for losses of or damage to property, or injuries to persons occurring in or about Premises.

SUBLET AND ASSIGNMENT: Tenant may not sublet the Premises or assign this Lease without written consent of Landlord. Landlord agreed to not unreasonably withhold such consent. The consent required herein may be provided via electronic mail.

EVENTS OF AND REMEDIES UPON DEFAULT: In the event Tenant fails to pay rent when due, said Landlord has the right, at his option, to declare rental for entire term of this Lease immediately due and payable, to declare the Lease void, cancel the same, re-enter and take possession of the Premises. Tenant hereby agrees to surrender all inventory, including any fuel and retail items in the Premises, to Landlord in the event of a Tenant default. Landlord, at his option, upon breach of this Lease, may card for rent and sublet the Premises in the name of the Tenant (Tenant hereby grants Landlord a limited Power of Attorney to effectuate the same) and hold Tenant liable therefore. Such subletting on the part of the Landlord will not in any sense be a breach of the Lease on the part of the Landlord, but will be merely acting as agent for the Tenant to minimize damage. Said Landlord is not required, however, to let same for any other purpose than that specified herein. These rights of the Landlord are cumulative and not restrictive of any other rights under the law, and failure on the part of Landlord to avail himself of these privileges at any particular time shall not constitute a waiver of these rights. Landlord will be entitled to all costs associated with the same, including without limitation, its attorney fees. In the event Tenant fails to pay rent when due, Landlord has the right, at its option, to initiate collections and/or dispossessory proceedings against the Tenant as previously stated in this Lease. In the event Landlord elects to hire an attorney to collect rent, or handle dispossessory proceedings, Landlord shall be entitled to recover all costs of collection, including courts costs and attorney fees.

ATTORNEY'S FEES AND COSTS OF COLLECTION: Whenever any sums due hereunder by law, or by attorney at law, Tenant agrees to pay all attorneys' fees.

NON-WAIVER: The rights of the Landlord herein granted are cumulative and not restrictive of any other rights under the law, and failure on the part of the Landlord to avail himself of these privileges at any particular

time shall not constitute a waiver of these rights.

EXTERIOR SIGNS: Tenant shall place no signs upon the outside walls or roof of the Premises except with written consent of the Landlord. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with rules and regulations governing such signs, and the Tenant shall be responsible to Landlord for any damages caused by installation, use or maintenance of said signs. Tenant, upon the expiration of this Lease, and any extension or renewal thereof, shall remove said signs and agrees upon removal of said signs to repair all damage incident to such removal.

ENTRY FOR CARDING, ETC.: Landlord may card the Premises "For Rent" or "For Sale" ninety (90) days before the termination of this Lease or in the event of default by the Tenant. Landlord may enter the Premises at reasonable hours to exhibit same prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.

UTILITIES: Tenant shall promptly pay all deposits, hook up costs, utility bills, including but limited to water, sewer, gas, electricity, telephone, garbage fees accruing against the said property. If Tenant fails to pay any of the bills, Landlord may pay the same and such payment shall be added to and become part of the next rental payment due under this lease together with an administrative fee of One Hundred and No/100 Dollars (\$100.00).

NO ESTATE IN LAND: This lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

HOLDING OVER: If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescing; and without any express agreement of parties, Tenant shall be a tenant at will at the rental rate which is in effect of the end of the Lease; and there shall be no renewal of this Lease by operation of law. If Tenant remains in possession of the Premises after expiration of the term hereof without Landlord's acquiescence, then Tenant shall be a tenant at sufferance and, commencing on the date following the date of such expiration, the monthly rental payable at time of expiration, for each month or fraction thereof during which Tenant so remains in possession, by twice the monthly rental otherwise payable.

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 Premises at the time, or occupying the Premises; and if no person is in charge of, or occupying the 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 the Tenant's last known address, if different from the Premises.

DEFINITIONS: Whenever in this instrument the terms LANDLORD, TENANT, and/or AGENT are used, the same shall be construed to include heirs, executors, administrators, successors and assigns of said designated party.

TERMINATION: Landlord shall have the unilateral right to terminate this Lease upon thirty (30) days' notice to Tenant. Tenant specifically acknowledges and further agrees that in the event this Lease is terminated, any of Tenant's inventory, trade fixtures, equipment or improvements that are not, or cannot be removed in accordance with the other provisions of this Lease within twenty-four (24) hours of the date of such termination, shall become the sole and entire property of Landlord, and Landlord shall have no obligation to reimburse Tenant for any cost or expenses that Tenant may suffer by the abandonment thereof. Nothing contained herein shall relieve or release Tenant from its responsibility to repair all damage to any of the Premises caused by removal of fixtures.

USA PATRIOT ACT: Tenant represents to Landlord that: (i) neither Tenant nor any person or entity that directly owns a ten percent (10%) or greater equity interest in the business nor any of its officers, directors or managing members is a person or entity (each, a "Prohibited Person") with whom U.S. persons or entities are restricted from doing business with under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under Executive Order 13224 (the "Executive Order") signed on September 24, 2001, and entitled "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism", or other governmental action; (ii) that Tenant's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001, or the regulations or orders promulgated there under (as amended from time to time, the "Money Laundering Act"); and (iii) that throughout the term of this Lease, Tenant shall comply with the Executive Order and with the Money Laundering Act.

GUARANTY OF LEASE: This Lease shall be personally guaranteed by the party, or parties, signing that certain Guaranty of Lease attached hereto as Exhibit "A" and incorporated herein for all purposes by this reference thereto. The parties hereto acknowledge and agree, but for said Guaranty of Lease, Landlord would not have entered into this Lease.

This contract contains the entire agreement between parties and no representations, warranties or promises not contained herein shall be binding upon the parties hereto. The LANDLORD has made no promises to make any improvements or repairs upon the rented premises except as noted herein. This Lease shall be governed by and construed under the laws of the State of Georgia without any presumption or rule requiring construction against the party causing such Lease to be drafted. The exclusive venue for any legal action, claim, suit, dispute or matter arising out of or relating to this Lease or any documents to be executed pursuant to this Lease by any of the parties hereto shall be Bibb County, State of Georgia.

In Witness Whereof The Parties Hereto Have Set Their Hand And Seal The Day And Year First Written Above.

LANDLORD: JET 2021 LLC

TENANT: RYCA VENTURES LLC

By: S. J. PATEL
 Name: SORAL PATEL
 Title: OWNER

Krina Patel
 Name: Reto
 Title: Owner

Signed, sealed, and delivered
 in the presence of:

Tina Patel
 Witness

TINA PATEL
 Notary Public

[Affix Notary Seal]

Signed, sealed, and delivered
 in the presence of:

[Signature]
 Witness

[Signature]
 Notary Public

[Affix Notary Seal]



COMMERCIAL SUBLEASE AGREEMENT

THIS AGREEMENT ("Sublease"), made this 1st day of November of 2022, between RYCA VENTURES LLC, (hereinafter referred to as "Sublessor") and MARATHON610 LLC (hereinafter referred to as "Sublessee").

WITNESSETH:

WHEREAS, pursuant to that certain Commercial Lease Contract dated November 2022 between JET 2021 LLC, as Landlord, and Sublessee, as Tenant (the "Primary Lease"), a copy of which Lease is the possession of the parties, covering property known as 610 Shurling Drive, Macon, GA 31211 ("Premises"); and

WHEREAS, Sublessee desires to sublease from Sublessor and Sublessor desires to sublease unto Sublessee the entire Premises; and,

NOW, THEREFORE, in consideration of the Premises and the mutual undertakings, covenants, promises, and agreements of the parties, IT IS AGREED AS FOLLOWS:

1. The Commencement Date is conditioned upon the completion of all of the following conditions:
 - (a) This Agreement is executed by the Sublessor and Sublessee; and
 - (b) The Landlord has approved the Sublease, in writing.
2. Sublessee represents and warrants that it has read the Primary Lease and agrees that:
 - (a) The terms, covenants, promises, and conditions of the Lease are incorporated herein, including without limitation, the following: *"It is acknowledged and agreed that Tenant shall be required to assume and strictly comply with any and all Landlord's agreements binding the Premises. These agreements include, but are not limited to, any fuel supply agreement. If the fuel supply agreement ends during the Tenant's term, then the Tenant may only enter into a new fuel supply agreement with the express written permission of the Landlord. It is understood that Tenant shall not encumber the Premises in any way. Tenant agrees to terminate all vendor agreements at the termination of this Lease and shall hold Landlord harmless herein. Tenant further agrees that Tenant shall not bind the Landlord to any coin operated amusement machines ("COAM") agreement without the written consent of the Landlord. If Landlord consents to the COAM agreement, then Tenant shall obtain a no dispute certification and/or similar document from the master licensee at least five (5) days before the termination of the Lease and the Tenant assures that the master licensee shall send the no dispute certification to Georgia Lottery Corporation by or before the termination of this Lease. With Landlord's written consent, Tenant may enter into a COAM agreement for the Premises as long as the agreement is for a term of only one (1) year with no renewals and/or extensions";* and
 - (b) Sublessee shall comply with and be bound by all of the terms, covenants, promises, and conditions of the Primary Lease;

(c) Sublessee shall comply (without delay) with all reasonable requirements of the Landlord's consent to this Sublease.

3. Sublessor shall duly observe and perform those obligations imposed upon the Tenant under the Primary Lease to the extent that such obligations are not provided in this Sublease to be observed or performed by Sublessee, except with respect to any failure in such observance or performance which results from any default by Sublessee.

4. Sublessor warrants and represents to Sublessee that on the Commencement Date:

(a) The Lease is valid and existing, there are no existing defaults on the part of the Landlord or the Tenant with respect thereto, and the Landlord does not hold any claim against the Tenant;

(b) There are and will be no contracts for services or otherwise on account of maintenance or repairs which expressly or impliedly are or will be binding upon Sublessee or upon the Premises.

5. This Sublease shall be personally guaranteed by the party, or parties, signing that certain Guaranty of Sublease attached hereto as Exhibit "A" and incorporated herein for all purposes by this reference thereto. The parties hereto acknowledge and agree, but for said Guaranty of Sublease, Sublessor would not have entered into this Sublease.

6. Any notices shall be in writing and shall be sent by registered or certified mail, return receipt requested, addressed to the parties at the addresses indicated on page one hereof, or such other address as such party has been advised of in writing.

7. This Agreement contains the entire agreement and understanding between the parties hereto with respect to the Premises, and there are no other terms, covenants, obligations, or representations, oral or written, of any kind whatsoever.

8. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, their respective heirs, executors, administrators, successors, and assigns, and may not be revoked or amended, except by instrument, in writing, subscribed by the party sought to be charged therewith.

9. This Agreement shall be interpreted and governed by the laws of the State of Georgia.

10. All terms of the Primary Lease, except as herein amended, shall remain in full force and effect; provided, however, in the event of any conflict in the terms of this Sublease and the terms of the Primary Lease the terms of this Sublease shall control. The following terms of the Primary Lease are amended:

(a) The term of this Sublease shall be for one (1) year. Upon the expiration of one (1) year, the term shall transition to a month to month tenancy, which can be terminated at any time for any reason, or no reason at all, by Sublessor upon thirty (30) days' notice to Sublessee.

(b) Sublessee agrees to pay Sublessor on the first of each rental month, in advance, a monthly rental of: \$8,000 and XX /100 Dollars (\$ 8,000) per month for the lease term (the "Rent").

(c) Upon any extensions of the Primary Lease by Sublessor, upon the commencement of each such extension term, there shall be a Rent increase of November 2022 and XX /100 Dollars (\$ 500) in addition to the Rent for the immediately preceding term.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date, month, and year first above written.

Sublessor:

By: [Signature]
Name: Vinit Patel

By: [Signature]
Name: Krina Patel

By: [Signature]
Notary Public

[Affix Notary Seal]



Agent Certification

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

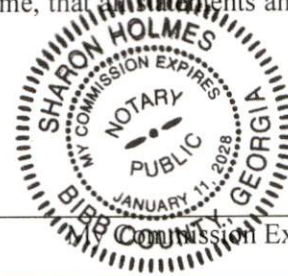
Agent's Signature: Batra Date: 03/22/24

Business Name: Marathon 11c

I hereby certify that Kaira R 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 22nd day of March, 2024

Sharon Holmes
Notary Public



Owner/Individual Certification

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

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

Title: _____

Business Name: _____

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

This _____ day of _____, 20____

Notary Public

My Commission Expires

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: Marathon 610 LLC**Business Address:** 610 Sharding Dr. Macon GA 31211**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.

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


Applicant/Agent Signature

3/22/2024
Date

SECURITY CAMERA COMPLIANCE VERIFICATION
--

Instructions:

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

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

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

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

1. *install security cameras in your business that meet the requirements below;*
2. *call the Code Enforcement Department Office at 478-803-0470, select option "0" to schedule an appointment to have an inspection of the security camera system;*
3. *show the inspector that the security camera system meets the requirements below; and*
4. *have the inspector sign this form approving the security camera system.*

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

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

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

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

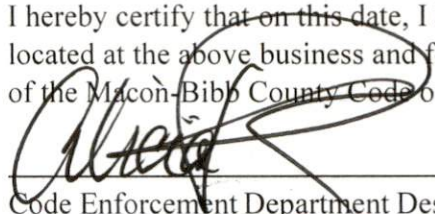
thereof; standing outside of the establishment but within fifty feet of any entrance to said establishment; making any purchase from a fixed point of sale within said establishment; or standing within any dance floor or similar area designated within said establishment.

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

Business Name: Mazethood 610 LLC

Business Address: 610 Sharding Dr. Macon GA 31211

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

7/3/24
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

04/03/24
Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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


Signature

Krina R Patel
Print Name

3/22/2024
Date



Alcohol License Questionnaire

Name of Business: Marathon 610 LLC
Owner's Name: KRINA PATEL
Address: 610 Sharding dr.
Macon GA 31211

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

[Signature]
Signature

Krina Patel
Print Name

3/22/24
Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

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

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

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

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

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

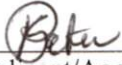
If you are not operating as a bar or nightclub with armed security personnel, simply check the box on this form for "Exempt" and sign at the bottom.

Business Name: Mazathen 610 LLC

Business Address: 610 Shady Dr. Macon GA 31211

☒ **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

4/4/24
Date

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

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

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Krina R Patel, Business Owner
2. Name of the subject of this Certificate, if different from the applicant:
610 Shending drive, Macon GA 31211
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

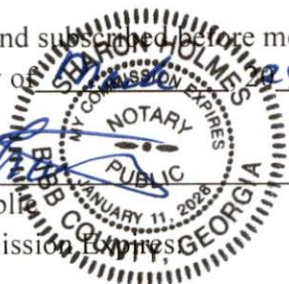
5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent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

Krina R Patel Patel
Print and Sign Name

Sworn to and subscribed before me this
22 day of February

Notary Public

My Commission Expires



Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: Sonal Patel, Property Owner
2. Name of the subject of this Certificate, if different from the applicant:
610 Shooting drive, Macon GA 31211
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

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

Sonal Patel S.J. Patel
Print and Sign Name

Sworn to and subscribed before me this

22 day of February

Notary Public

My Commission Expires





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

OFFICE USE ONLY

ALCOHOL APPLICATION

Applicant Name: Krina Patel – Fingerprints Completed: 04.16.2024

Business Name: Marathon 610 LLC DBA Jet Food Store

Business Address: 610 Shurling Drive Macon, GA 31211

DocuSigned by:

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

Granted

Sheriff, Macon-Bibb County, Georgia

Date

4/18/2024

Denied

Sheriff, Macon-Bibb County, Georgia

Date

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

Granted

Mayor, Macon-Bibb County, Georgia

Date

Denied

Mayor, Macon-Bibb County, Georgia

Date

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

Granted



Clerk of the Macon-Bibb County Commission, Georgia

Date

Denied



Clerk of the Macon-Bibb County Commission, Georgia

Date



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

Review Form

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

The following required documents are included in the application:

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

Legal Review 5/2/2024(Date)  (Initials)

Comments

After review, legal recommends approval.

Initials



Stephanie Freeman, Administrative Office Specialist

ADDED TO THE MAY 7, 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

\$400 Application Fee

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

LICENSE (Check all that apply)

*Distilled Spirits Packaged to Go	*Malt Packaged to Go	Wine Packaged to Go
*Distilled Spirits C.O.P	*Malt C.O.P	Wine *C.O.P.
*Distilled Spirits Wholesaler	*Malt Wholesaler	Wine Wholesaler
*Distilled Spirits Manufacturers	*Malt Manufacturer	Wine Manufacturer
Brewpub	Out of Town Wholesaler	Brown Bag
Malt Beverage Taproom	Cocktail Room	Alcohol Beverage Caterer
*Distilled Spirits (Liquor)	*Malt (Beer)	*C.O.P. (Consumed on Premises)
		Temporary

Location/Business Information

1. Planning and Zoning Compliance form
2. Security Camera System form signed by a sworn Code enforcement officer that the premises complies with the requirements of Section 4-40 of the code.
3. A legal description (Lease/Deed/etc.) of the property upon which premises are located.
4. Original Affidavit from the Macon-Bibb County Engineer's Department
5. Affidavit of Intent to Sale Alcohol from the Macon Telegraph Newspaper
6. If NON-PROFIT entity...Proof on Nonprofit Status

Change of location

BUSINESS

Original Business License # AL000277Federal Tax ID #: 46-3883174 State Tax ID #: 308-186921Business Name: THE BIG FISH LLC Corporate and Trade Name: MR ES SPORTSBAR & GRILLCurrent Business Address: 3045 HARTLEY BRIDGE RD STE B,C,D MACON, GA. 31216
(P.O. Box Not Allowed) Number Street City State ZipOld Business Address: 5630 HOUSTON RD MACON, GA. 31216
Number Street City State ZipMailing Address: 3045 HARTLEY BRIDGE RD MACON, GA. 31216
Number Street City State ZipLocal Business Phone #: (478) 254-8696 Email Address: KENNY SHEPHERD58@GMAIL.COMContact Person: KENNY SHEPHERD Contact Phone #: (478) [REDACTED]

AGENT

Agent's Name: KENNETH W SHEPHERD JR Agent's Title: OWNERDate of Birth: [REDACTED] Social Security Number: [REDACTED]Home Address: 3691 CLAY CIR City: MACON State: GA Zip: 31216Home Phone #: [REDACTED] Email: KENNY SHEPHERD58@GMAIL.COMMailing Address: 3691 CLAY CIR City: MACON State: GA Zip: 31216

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: KENNETH W SHEPHERD JR Title: OWNERHome Address: 3691 CLAY CIR City: MACON State: GA Zip: 31216Home Phone #: [REDACTED] Email: KENNY SHEPHERD58@GMAIL.COMMailing Address: 3691 CLAY CIR City: MACON State: GA Zip: 31216

Rev. 02/2023



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-2024-382	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 03/20/2024
ISSUED TO NAME:	Kenneth Shepherd	
	The Big Fish LLC DBA Mr. E's Sports Bar and Grill	
PROPERTY OWNER'S NAME:	BERRONES MACON INVMTS LLC	
PROPOSED USE:	New Business Application restaurant	
ADDRESS OF PROPOSED USE:	3045 HARTLEY BRIDGE RD suites B, C, and D	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	O120-0089	ZONING DISTRICT: C-2

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 (Suites B, C, and D). 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 03/20/2025

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.

SECURITY CAMERA COMPLIANCE VERIFICATION
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Instructions:

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

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

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

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

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

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

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

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

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

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

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

Business Name: The Big Fish LLC DBA Mr. E's Sportsbar & Grill

Business Address: 3045 Haptley Bridge Rd Ste B, C, and D

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

4-2-24
Date

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this ____ day of October, 2023, by and between Berrones Macon Investments, LLC, a Florida limited liability company ("Landlord"), with its principal office and place of business located at P.O. Box 343489, Florida City, Florida 33034, and The Big Fish, LLC, a Georgia limited liability company ("Tenant"), with a principal office and place of business at 6530 Houston Road, Macon, Georgia 31216.

WITNESSETH:

1. GRANT OF LEASEHOLD INTEREST: DEMISED PREMISES

For and in consideration of the rents, covenants and conditions stated herein to be performed and observed by Tenant, Landlord does hereby demise and *lease* to Tenant approximately 5000 square feet located 3045 Hartley Bridge Road comprised of Suites B, C and D, Macon, GA together with all rights, easements and appurtenances thereto (hereinafter, the "Demised Premises").

2. TERM

LANDLORD AND TENANT AGREE THAT A 45 DAY NOTICE WILL BE PERMITTED AT ANY TIME DURING THE LEASE PERIODS FROM TENANT TO TERMINATE LEASE. D.B. / [Signature]

This Lease shall become effective as of November 1, 2023, (the "Commencement Date"). The initial term of this Lease shall commence *as* of the Commencement Date, and shall continue for five (5) years and two (2) months following the Commencement Date, ending on December 31, 2028. Except as expressly provided to the contrary in this Lease, all rights and obligations of Landlord and Tenant under this Lease shall commence on the Commencement Date. As used in this Lease, the term "Lease Year" shall mean and refer to the twelve (12) month period beginning on January 1st during each year during the term hereof and expiring twelve (12) full calendar months thereafter (on the last day of December) during the term hereof and any renewal or extension thereof.

3. RENT AND OTHER PAYMENTS

A. **Base Rent.** Beginning as of the Commencement Date, Tenant does hereby covenant and agree to pay to Landlord, in advance, without notice, demand, or set off (except as expressly provided herein) at Landlord's address shown above, or at such other place as Landlord may direct in writing, Base Rent as follows:

1. Tenant shall be allowed to occupy the Demised Premises without paying rent for the months of November and December 2023.
2. Beginning January 1, 2024 and continuing through December 31, 2024 monthly rental payments in the amount of \$4,500.00 are due and payable on the 1st day of each month.

3. Beginning January 1, 2025 and continuing through December 31, 2025 monthly rental payments in the amount of \$4,635.00 are due and payable on the 1st day of each month .
4. Beginning January 1, 2026 and continuing through December 31, 2026 monthly rental payments in the amount of \$4,774.00 are due and payable on the 1st day of each month .
5. Beginning January 1, 2027 and continuing through December 31, 2027 monthly rental payments in the amount of \$4,917.00 are due and payable on the 1st day of each month.
6. Beginning January 1, 2028 and continuing through December 31, 2028 monthly rental payments in the amount of \$5,064.00 are due and payable on the 1st day of each month .

Any rental payment not received by the Landlord by the 5th day of the month shall be subject to imposition of a five percent (5%) late fee. Thereafter, an additional late fee of five percent (5%) per month shall be imposed for each successive month that payment of past due rent is not made to Landlord by the 5th day of the month.

If Tenant's check is dishonored by Tenant's bank, Tenant agrees to immediately pay to Landlord \$35.00 liquidated damages for each dishonored check along with late fees due under this Lease. Tenant acknowledges that the damages to Landlord caused by late payment or dishonored checks are difficult or impossible to estimate accurately, that these charges are liquidated damages and not penalties, and that these sums are reasonable pre-estimates of the probable damages to Landlord in the even of late payments or dishonored checks.

Tenant shall be required to deposit with Landlord a security deposit of \$9,564.00 at the time of execution of this Agreement. The deposit will be held by Landlord, and provided that Tenant has performed all of the terms and conditions of this Lease and returned the Demised Premises to Landlord in good condition, Landlord will return the deposit to Tenant within thirty (30) from the end of the term of occupancy, less any expenses incurred by Landlord to return the Demised Premises or the Equipment (as that term is defined herein) identified in Exhibit "A" attached hereto to its condition at the commencement of the Lease.

In the event that the Commencement Date shall occur other than on the first day of the month, then the first and last payments of Base Rent and other charges shall be adjusted for the proportionate fraction of the whole month (on the basis of a 30-day calendar month). All other monthly payments of Base Rent shall be made and are due and payable in advance on the first day of each month.

4. **DELIVERY OF POSSESSION**

Landlord has delivered actual and exclusive possession of the Demised Premises to

Tenant as of the Commencement Date. Tenant has accepted possession of the Demised Premises and the Equipment set forth in Exhibit "A" attached hereto on the Commencement Date and Tenant accepts the Demised Premises and the Equipment on an "AS-IS" basis.

5. **USE OF DEMISED PREMISES**

A. **Tenant's Use of Demised Premises:** Tenant shall use the Demised Premises for the purpose of operating a bar and grill restaurant and for all purposes incidental thereto and for no other use whatsoever without Landlord's prior written approval which shall not be unreasonably withheld. Tenant shall comply with all State laws, City and County ordinances and Health Codes regarding the service of food and alcoholic beverages on the Demised Premises.

B. **Restrictions:** Tenant shall not do nor permit anything to be done in or about the Demised Premises, nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the Building, or any of its contents, or cause cancellation of any insurance policy covering the Building, or any part thereof, or any of its contents. Tenant shall not allow the Demised Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in or about the Demised Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Demised Premises.

C. **Suitability:** Tenant acknowledges that neither Landlord, nor any representative or agent of Landlord, has made any representation or warranty to Tenant as to the suitability of the Demised Premises to the conduct of Tenant's business.

D. **Compliance with Laws; Lease:** Tenant shall comply with all zoning and other governmental laws, rules, regulations and orders concerning the Demised Premises or Tenant's use of the Demised Premises, including, without limitation, the obligation at Tenant's cost to alter, maintain, or restore the Demised Premises in compliance and conformity with all laws, including the Americans with Disabilities Act of 1990, relating to the condition, use, or occupancy of the Demised Premises during the term, excepting, however, that Tenant shall not be obligated to comply with any law that requires alterations, maintenance, or restoration to the Demised Premises unless the alterations, maintenance, or restoration are required as a result of Tenant's particular and specific use of the Demised Premises at the time.

6. **LANDLORD'S RIGHT OF ENTRY AND INSPECTION**

Landlord and its agents shall have the right to enter upon the Demised Premises to inspect the Demised Premises at all reasonable times and at any time during emergency conditions after making reasonable efforts to contact Tenant.

Landlord shall also have the right during the last six (6) months of the term of the Lease to show the Demised Premises to any prospective purchaser or tenant at reasonable times;

provided Landlord's exercise of these rights shall not unreasonably interfere with Tenant's operations within the Demised Premises and shall not include the right to post signs.

7. UTILITIES

Beginning with the Commencement Date and continuing during the term of this Lease and all renewal and holdover terms thereof, Tenant shall pay for all fuel, gas, oil, heat, water, sewer, electricity, power, communication services, garbage collection and other utilities which may be furnished to or used in or about the Demised Premises. Upon written demand from Landlord and Tenant's failure to comply therewith, Landlord may, but is not obligated to, take such action(s) necessary to continue the availability of utilities to the Demised Premises. Any amount Landlord must pay in order to continue essential services at the Demised Premises shall be immediately repaid by Tenant with interest as set forth herein.

8. REPAIRS AND ALTERATIONS

A. Tenant shall, during the term of this Lease, at its own cost and expense, keep, replace and maintain in good, safe, clean and sanitary condition and repair, or otherwise in compliance with all laws, ordinances, statutes and regulations, the interior of the building and all leasehold improvements at any time erected therein, including all heating, cooling, plumbing, electric and lighting fixtures located in or serving the Demised Premises. In addition, Tenant shall, during the term of this Lease, use all reasonable precaution to prevent waste, damage or injury to said leasehold improvements and the Demised Premises.

During the term of this Lease, Tenant shall have the right to make interior, non-structural alterations to the Building upon providing written notice to Landlord and after receiving Landlord's written approval of the proposed changes. Any exterior or structural alterations shall require Landlord's written consent which may be withheld in Landlord's sole discretion.

Any structural change or improvement to be made to the Demised Premises caused or necessitated by any change in or enactment of any applicable law, rule, regulation or order which is adopted or becomes effective during the term of this Lease shall be promptly made and completed by Tenant, at Tenant's sole cost and expense.

B. At the termination of this Lease, Tenant shall surrender possession of the Demised Premises to Landlord in the condition required under this paragraph, ordinary wear and tear and damage by fire and other perils excepted.

Landlord shall only be obligated under this Lease to make any repairs or replacements (including the replacement of obsolete components) to the roof, foundation and exterior walls (exclusive of glass and glass doors) to the Demised Premises. In the event the repairs or replacements are due to the negligence of Tenant or Tenant's employees, Landlord shall be under

no obligation to make repairs or replacements and Tenant shall be responsible for the same and bear the entire cost thereof.

9. REAL ESTATE TAXES AND ASSESSMENTS

A. **Payment of Taxes.** Tenant agrees to promptly pay the ad valorem real property tax on any inventory, equipment or other personal property located within or on the Demised Premises. Landlord shall be responsible for all real property taxes, school district taxes, assessments (general or special), impositions and any other taxes allocated to the Demised Premises (collectively the "Taxes") during the term of this Lease.

10. COVENANT OF TITLE AND QUIET ENJOYMENT

Landlord covenants, represents and warrants to Tenant that Landlord holds a fee simple interest in the Demised Premises. Landlord covenants and agrees that Tenant shall peacefully and quietly hold, occupy and enjoy said Demised Premises, subject to all terms of this Lease and all restrictions of record, during the term of this Lease until expiration or termination thereof.

11. MECHANIC'S LIEN

If, because of any act or omission of Tenant or anyone claiming by, through or under Tenant, any mechanic's lien, order or claim for the payment of money is filed against the Demised Premises or any part of it, or Landlord's interest therein, or Landlord (whether or not such lien or order is valid or enforceable as such), Tenant shall, at Tenant's sole expense, cause the same to be canceled and discharged of record within forty-five (45) days after the date of filing thereof by payment, bonding, or otherwise as provided by law, and shall also indemnify and save Landlord harmless from and against any and all costs, expenses, claims, losses, liability or damages, including reasonable attorneys' fees, resulting from such lien, order or claim or Tenant's failure to release the same. In the event Tenant shall fail to cause any mechanic's lien or charge against the Demised Premises to be canceled and discharged within forty-five (45) days after the filing thereof, (by payment, bonding or otherwise) Landlord may pay, but shall not have the obligation to pay, any such mechanic's lien or charge and have it canceled and discharged of record, and all costs incurred by Landlord in paying and discharging any such mechanic's lien or charge (including reasonable attorneys' fees) shall be fully recoverable from the Tenant and constitute Additional Rent hereunder.

12. REMOVAL OF TRADE FIXTURES

If during the term hereof with Landlord's written approval, Tenant incorporates any Trade Fixtures into the Demised Premises, Tenant shall have the right on or before the expiration of the term of this Lease to enter upon and remove from said Demised Premises any Trade Fixtures belonging to Tenant. Upon such removal of any Trade Fixtures, Tenant (i) shall repair, in compliance with all warranty requirements, if any, all damage to the Demised Premises occasioned by the removal thereof, and (ii) shall pay to Landlord per diem rent for each day (not to exceed 30 days). Tenant shall

give Landlord sixty (60) days advance notice if Tenant intends to holdover after termination of the Lease in order to remove Tenant's Trade Fixtures as provided hereunder; however, in no event shall holdover exceed thirty (30) days.

All Trade Fixtures not removed from the Demised Premises within thirty (30) days after expiration or termination of this Lease shall be conclusively presumed to have been abandoned by Tenant, unless such removal has been delayed or hampered by Landlord, in which event, Tenant's abandonment of such property shall be presumed as of the thirtieth (30th) day following the termination of the hindrance or delay caused by Landlord, and upon any such abandonment, Landlord may remove Tenant's Trade Fixtures from the Demised Premises, and Tenant shall be responsible for paying all reasonable costs incurred by Landlord to remove said Trade Fixtures and repair any damage to the Demised Premises occasioned by the removal thereof.

13. CONTINUOUS OPERATION

Any failure of Tenant to continuously conduct Tenant's business in the Demised Premises shall constitute a Tenant default and entitle Landlord to commence or maintain an action, suit or proceeding, whether at law or in equity, based upon Tenant's failure to continuously conduct Tenant's business in the Demised Premises in breach of the Lease Agreement and entitle Landlord to recover damages.

14. INSURANCE; INDEMNIFICATION OF LANDLORD

Landlord, at its expense, shall, throughout the term of this Lease, keep the Demised Premises insured with "all risk" coverage, including code changes, glass breakage, vandalism and malicious mischief coverage ("all risk" as used herein shall mean the same as such term is used in the insurance industry) for the full replacement value.

Tenant shall maintain, at its own expense, and as additional Rent, public liability insurance covering the Demised Premises, for the joint benefit of and insuring Tenant and Landlord, each with coverage of not less than TWO MILLION and NO/100 DOLLARS (\$2,000,000.00) per occurrence, with any deductible in excess of ONE THOUSAND and NO/100 DOLLARS (\$1,000.00) to be approved by Landlord. Such insurance shall contain a clause expressly waiving the right of the insurer to subrogation against Landlord. Landlord (and if Landlord is either a general or limited partnership, all general partners) shall be named as an additional insured (or, if elected by Landlord, loss payee). All such policies of insurance shall provide that the amount thereof shall not be reduced and that none of the provisions, agreements, or covenants contained therein shall be modified or canceled by the insurance company or companies without thirty (30) days prior written notice being given to all parties to this Lease. A copy of the policy or certificate of such insurance shall be delivered to Landlord.

Tenant shall also maintain, at its own expense, rental insurance providing replacement coverage for Tenant's personal property, equipment, inventory, et. cetera located within the Demised

Premises. Landlord expressly disclaims any liability for damage, destruction or loss of any personal property of Tenant or Tenant's employees that may occur within or on the Demised Premises.

All insurance companies providing the coverage required under this Paragraph 14 shall be selected by Tenant and shall be rated A-minus (A-) or better by Best's Insurance Rating Service, shall be licensed to write insurance policies in the state in which the Demised Premises are located, and shall be acceptable to Landlord in Landlord's reasonable discretion.

Except for claims, liabilities, costs and expenses arising from or in connection with Landlord's gross negligence or wilful misconduct and not covered nor required to be covered by Tenant's insurance under this section or elsewhere under this Lease, Tenant assumes all risks and responsibilities for accidents, injuries or damages to persons or property and agrees to indemnify and hold Landlord harmless from any and all claims, liabilities, losses, costs and expenses (including reasonable attorneys' fees) arising from or in connection with the condition, use or control of the Demised Premises and any improvements thereon during the term of this Lease.

15. **DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS**

If the Premises are damaged or destroyed by fire, flood, tornado, or other element, or by any other casualty, this Lease shall continue in full force and effect and Tenant shall, as promptly as possible, restore, repair or rebuild the Premises to substantially the same condition as it existed before the damage or destruction. Landlord may, for this purpose, use all, or such part as may be necessary, of the insurance proceeds received from insurance policies carried on the Demised Premises pursuant to Section 14 hereinabove. Should the Premises be damaged or destroyed by any of the foregoing described casualties, to the extent they are untenable or unsuitable, in Landlord's good faith opinion for continued use in the normal conduct of Tenant's business, Tenant shall have the right, exercisable by written notice to Landlord given within thirty (30) days after the date of such damage or destruction, of terminating this Lease effective upon the date of such damage or destruction. If Tenant terminates this Lease as thus provided; however, Tenant shall not have the right to terminate this Lease unless the damage or destruction of the Premises was caused by a peril which was insured against by the provisions of Section 14 of this Lease.

16. **CONDEMNATION; EMINENT DOMAIN**

A. **Total or Disabling Condemnation.** If during the term of this Lease all of the Demised Premises shall be taken or condemned for a public or quasi-public purpose by any lawful authority having the power of eminent domain, or conveyance made in lieu thereof, or if a partial taking or condemnation of the Demised Premises by such authority, or conveyance made in lieu thereof, renders the same "untenantable" (as defined hereinafter), then in either event Tenant may terminate this Lease as of the taking date, and the Rent and shall be adjusted prorata and paid up to the taking date. "Untenantable" shall mean a condition that results in the taking of twenty (20%) Percent of the Demised Premises or forty (40%) percent of the Real Property upon which the Demised Premises is located, or a condition that results after a taking such that Tenant's ability to

conduct business is materially and adversely affected.

B. Partial Non-Disabling Condemnation. If during the term of this Lease the partial taking or condemnation for a public or quasi-public purpose by any lawful authority having the power of eminent domain, or conveyance made in lieu thereof, does not render the Demised Premises "untenantable", then Tenant shall immediately commence restoration of the Demised Premises, and shall complete same with all reasonable diligence, to a condition comparable to the condition of the Demised Premises at the time of such taking or condemnation; provided, that to the extent a portion of the condemnation award is applicable to the Demised Premises, the proceeds thereof shall be made available for use by the Tenant for restoration.

C. Allocation of Condemnation Award. If any taking or condemnation occurs in a judicial proceeding in which specific condemnation awards are made separately to Landlord and Tenant, then in that event such condemnation awards shall be binding upon Landlord and Tenant, and shall limit and define the rights of each party in and to such condemnation awards. If there is no separate award granted by decree, the full amount of any condemnation award shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for taking of the fee. Nothing contained herein, however, shall be deemed to preclude Tenant from obtaining, or to give Landlord any interest in, any award to Tenant for loss or damage to Tenant's trade fixtures and removable personal property, or for damages for cessation or interruption of Tenant's business.

D. Moving Expenses. As provided above, Tenant may claim and recover from such lawful authority causing the taking or condemnation, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant, in its own right on account of any and all damages to Tenant's businesses by reason of such taking or condemnation, and any condemnation award which may be made under federal, state or local law for moving expenses, for the taking of personal property, or for damages for business interruption or displacement.

17. SIGNS

Tenant acknowledges that all signs necessary for the operation of Tenant's business are installed on the Demised Premises. Tenant shall have the right to alter or modify such signs, provided such signs shall comply with all local and state ordinances and laws and shall contain the name and business of Tenant, and Tenant agrees (a) to maintain all signs in good condition and repair, and (b) to save and hold Landlord harmless from all costs, expenses, loss or damage which may result from the erection, maintenance, existence, replacement or removal of any signs. Upon vacating the Demised Premises, Tenant agrees to remove all signs installed by Tenant and to repair all damage caused or resulting from such removal.

18. ASSIGNMENT AND SUBLEASE

A. Except as otherwise set forth in this section, Tenant may not assign its interest

in this Lease or in the Demised Premises to any third party, except with the prior written consent of Landlord, which consent shall not be unreasonably withheld.

Notwithstanding anything to the contrary contained herein, no consent by Landlord or other permitted assignment of this Lease or subletting of the Demised Premises by Tenant shall relieve or release the Tenant named herein from primary liability for Tenant's obligations hereunder unless Landlord first does so in writing. Likewise, as a condition of any such assignment by Tenant, whether or not Landlord's written consent is required, the assignee shall be required to execute and deliver to Landlord, upon the effective date of such assignment, an agreement, in recordable form, whereby such assignee assumes and agrees to discharge all obligations of Tenant under this Lease.

B. If this Lease is assigned to any person or entity pursuant to the provisions hereof or the provisions of the bankruptcy code, 1111 U.S.C. § 101 et seq. (the "Bankruptcy Code"), any and all monies or other consideration payable or otherwise to be delivered to Landlord, shall be and remain the exclusive property of Landlord, and shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any and all monies or other consideration constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in a separate account by the trustee or by the debtor-in-possession in trust for the benefit of Landlord and be promptly paid or delivered to Landlord.

Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations arising under this lease on and after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Landlord an instrument confirming such assumption.

C. Prior to any assignment permitted hereunder, Tenant shall deliver to Landlord (i) a copy of the assignment documents (including copies of any recorded documents), and (ii) the name, address and telephone number of such assignee and a designated contact person for such assignee, and (iii) a new insurance policy and binder complying with the terms of this Lease and naming such assignee as the tenant of the Premises. Notwithstanding anything herein to the contrary, in the event of any assignment of this Lease or subletting of the Premises, Tenant shall not be released from its obligations under this Lease unless specifically released by virtue of a separate written instrument executed by Landlord, which may be withheld in Landlord's sole discretion.

19. NOTICES

Whenever notice is required hereunder, it shall be given in writing and delivered or sent by registered or certified United States mail, postage prepaid, with return receipt requested, or by private nationally recognized overnight carrier, to the following addresses or to such other addresses as either may hereafter designate in writing to the other:

Landlord:

Berrones Macon Investments, LLC
Attn: David Berrones
P.O. Box 343489
Florida City, Florida 33034

Tenant:

The Big Fish, LLC
Attn: Kenneth Wayne Shepherd, Jr.
6530 Houston Road
Macon, Georgia 31216

If such notice is mailed, it shall be deemed to have been given either when received or the date it is first rejected, whichever is earlier.

20. DEFAULTS

A. If any one or more of the following events occur, said event or events shall hereby classified as a "Default."

1. If Tenant fails to pay Base Rent, or any other charges required hereunder or under any other lease with Landlord or an affiliate of Landlord when same shall become due and payable, and such failure continues for ten (10) days after written notice from Landlord.
2. If Tenant shall fail to perform or observe any term, condition, covenant, agreement or obligation of this Lease or any other lease with Landlord or an affiliate of Landlord, and such failure continues for fifteen (15) days after written notice from Landlord.
3. If Tenant shall make an assignment for the benefit of creditors or file a petition, in any federal or state court, in bankruptcy, reorganization, composition, or make an application in any such proceeding for the appointment of a trustee or receiver for all or any portion of its property.
4. If any petition shall be filed under federal or state law against Tenant in any bankruptcy, reorganization, or insolvency proceedings, and said proceedings shall not be dismissed or vacated within thirty (30) days after such petition is filed.

5. If a receiver or trustee shall be appointed under federal or state law for Tenant, or any guarantor of Tenant's obligations hereunder, for all or any portion of the property of either of them, and such receivership or trusteeship shall not be set aside within thirty (30) days after such appointment.

B. Upon the happening of any one or more of the aforementioned Defaults which are not cured within the cure period applicable thereto, if any, Landlord may, at its option, in addition to any other remedies or rights at law or in equity, terminate Tenant's use and possession of the Demised Premises and/or terminate this lease. Thereafter, Landlord, in either event and in addition to any other remedies available, shall have the immediate right to enter and repossess the Demised Premises by force, summary or dispossession proceeding, or otherwise, and remove therefrom all occupants and take and store any property in a public or private warehouse or elsewhere at the cost of and for the account of Tenant, without becoming liable to prosecution or damages therefor and thereupon all rights of Tenant and obligations of Landlord to Tenant hereunder shall cease.

Notwithstanding any such termination and reentry resulting from Tenant's default of any provision of this Lease, Tenant shall remain liable for any rent or damages which may be due or sustained prior thereto, and in addition, Tenant shall also be liable for all further rent for the remaining term of this Lease and all damages, costs, and expenses (including reasonable attorneys' fees) incurred by Landlord, less such net proceeds (proceeds after deduction of all costs of maintenance, repair and reletting of the Demised Premises) as are recovered by Landlord as a result of the reletting of the Demised Premises. Landlord agrees to use its best reasonable efforts to mitigate its damages in the event of Tenant's default by reletting or otherwise utilizing for Landlord's benefit the Demised Premises.

C. Landlord may, but shall not be obligated to, cure, at any time, without notice, any default by Tenant under this Lease, and whenever Landlord so elects, all costs and expenses incurred by Landlord, including, without limitation, reasonable attorneys' fees, together with interest at the annual rate of twelve percent (12%) on the amount of costs and expenses so incurred, shall be paid by Tenant to Landlord on demand.

D. In the event Tenant shall fail to make to any payment required hereunder other than rent and Landlord shall make payment of said sums on Tenant's behalf Tenant shall reimburse Landlord within ten (10) days after written notice seeking reimbursement and such amount shall accrue interest at the annual rate of twelve percent (12%) from the day on which such amount was first due and payable, until paid.

21. **HOLDING OVER AND CONDITION OF DEMISED PREMISES**

In the event Tenant holds over beyond the expiration of the initial term or any renewal term, such holding over shall be deemed a month-to-month tenancy at one hundred twenty five percent (125%) of the monthly Base Rent amount due and owing during the last year of the then

expired term of this Lease, payable on the first day of each and every month thereafter. If Tenant holds over pursuant to this section, this Lease may be terminated by either party on thirty (30) days' prior written notice to the other.

22. INDEMNIFICATION

Tenant agrees to fully and promptly pay, perform, discharge, defend, indemnify and hold harmless Landlord, its agents and employees from any and all claims, orders, demands, causes of action, proceedings, judgments, or suits and all liabilities, losses, costs or expenses (including, without limitation, technical consulting fees, court costs, expenses paid to third parties and reasonable attorney's fees) and damages arising out of, or as a result of Tenant's negligence in connection with the use or occupancy of the Demised Premises or the negligence of Tenant's employees, agents or representatives. Tenant's obligation to indemnify and hold harmless Landlord shall survive termination or expiration of the Lease for as long a Landlord shall have any possibility of expense or liability to Landlord.

23. NO WAIVER. LACHES OR ACCORD AND SATISFACTION

The waiver of any right, covenant, condition or the acquiesced breach thereof shall not be taken to constitute laches, an accord and satisfaction or a waiver of the right to enforce any such right, covenant or condition in the future nor to justify or authorize the non-observance of the same or of any other right, covenant or condition hereof.

24. ENTIRE AGREEMENT AND AMENDMENT

This Lease and the other exhibits attached hereto and forming a part hereof shall constitute the entire agreement of the parties concerning the Demised Premises and supersede all prior and other understandings of the parties concerning the Demised Premises. No subsequent amendment, alternation, modification or change to this Lease shall be enforceable unless reduced to writing and signed by both of the parties hereto or their designees.

25. JOINT VENTURE

Neither this Lease, nor any one or more of the agreements contained herein, is intended, nor shall the same be deemed or construed, to create a partnership between Landlord and Tenant, to make them joint venturers or partners, nor make Landlord in any way responsible for the debts or losses of Tenant. Tenant acknowledges that Landlord and Tenant are not affiliates, partners, or joint ventures, nor do they have any other legal relationship.

26. SEVERABILITY

If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be declared invalid, illegal or unenforceable by a court of competent jurisdiction, all other provisions and applications thereof shall remain in full force and effect.

27. **APPLICABLE LAW**

This Lease shall be construed and enforced in accordance with the laws of the State of Georgia and the parties hereto agree that jurisdiction shall be appropriate in Bibb County.

28. **BINDING ON TRANSFEREES, ETC.**

This Lease shall bind all transferees, grantees and successors in interest of Landlord and Tenant, and any assignees or subtenants of Tenant herein. Landlord is hereby granted the right to transfer or assign its rights under this Lease without the prior written consent of Tenant, provided that any transferee or assignee of Landlord assumes and agrees to perform all of Landlord's obligations hereunder.

29. **PROVISIONS OF LAW DEEMED INCLUDED**

Every provision or clause required by any applicable law, regulation or order to be included in this Lease shall be deemed to be included herein, and this Lease shall be read, construed and enforced as though the same were included herein. If, through mistake, inadvertence or otherwise, any such provision of clause is not included herein or is incorrectly included herein, then upon application of either party hereto, this Lease shall forthwith be amended to include the same or to correct the inclusion of the same.

30. **ELECTION OF REMEDIES**

It is mutually agreed by Landlord and Tenant that the various rights, powers, options, elections, privileges and remedies of Landlord and Tenant shall be cumulative and no one of them shall be exclusive of rights and privileges granted to Landlord or Tenant by statute.

31. **ATTORNEYS' FEES AND COSTS**

In the event it is necessary for either party to employ an attorney to enforce any terms, conditions or rights under this Lease, or to file or defend an action or arbitration to enforce them, then the prevailing party in any such proceeding shall be entitled to recover from the other, all reasonable attorneys' fees, costs and expenses, and such attorneys' fees, costs and expenses may be made a part of any award or judgment entered.

32. **SURVIVAL OF RIGHTS AND OBLIGATIONS**

Any right or obligation of the parties under this Lease which requires any exercise by or performance on the part of a party after the expiration or earlier termination of this Lease shall be deemed to survive such expiration or termination.

33. HEADINGS AND CAPTIONS

The headings and captions of this Lease have been included solely for ease of reference and shall not in any way define or be used to construe the provisions of this Lease.

34. SPECIAL STIPULATIONS

- (A) Tenant shall install and operate at all times a commercial grade air filtration system if Tenant's preparation of food or use of chemicals emits odors that will, or might possibly infiltrate adjoining spaces.
- (B) A grease trap is provided for Tenant's use. Tenant shall be responsible for all costs associated with cleaning, repair and maintenance of the grease trap. Landlord may, but shall not be required to pay the cost of cleaning, repair and maintenance if Landlord deems so advisable. Any amount Landlord must pay in order to clean, repair or maintain the grease trap serving the Demised Premises shall be immediately repaid by Tenant with interest as set forth herein.
- (C) Tenant shall at its sole cost and expense, keep the Demised Premises in a safe, sightly and serviceable condition and free from any infestation by insects, rodents, or other pests using the services of a commercial pest control application company. All garbage and refuse shall be removed daily from the Demised Premises and placed in the commercial garbage container used for the Demised Premises.
- (D) Tenant acknowledges that Landlord has provided the restaurant equipment (the "Equipment") identified in Exhibit "A" attached hereto in good working order for Tenant's use in the Demised Premises. Tenant agrees to maintain and repair all such Equipment at Tenant's expense in accordance with generally acceptable standards used in the commercial restaurant industry. Upon termination or expiration of the Lease, Tenant shall return all of the Equipment to Landlord in good working order and in the same or substantially the same condition as when provided to Tenant by Landlord. Tenant shall not remove any of the Equipment from the Demised Premises without Landlord's prior written consent. Tenant agrees to be personally responsible for any loss or damage to said Equipment attributable to Tenant or Tenant's employees.
- (E) Provided Tenant is not in default of any term or condition of this Lease, Tenant shall have the option to extend the Lease for one five (5) year term (the "Extended Lease Term"). Annual rent for the first year of the Extended Lease Term shall be the annual rent for the last year of the initial lease term

increased by three percent (3.0%). Annual rent for each subsequent lease year of the Extend Term shall be the preceding lease year's annual rent increased by three percent (3.0%).

- (F) Landlord grants Tenant the right of first refusal to purchase the shopping center which contains the Demised Premises provided that: (1) Tenant is occupying the Demised Premises, and (2) Tenant is not in default of the Lease. If Landlord receives a bona fide written offer to purchase the shopping center, Landlord shall provide Tenant with a copy of the purchase and sale agreement and Tenant shall have ten (10) days from receipt thereof to notify Landlord that Tenant intends to exercise the right of first refusal to purchase the shopping center. Upon notifying Landlord that Tenant intends to exercise the right of first refusal, Tenant shall remit earnest money to Landlord in an amount equal to the amount of earnest money set forth in the purchase and sale agreement. Thereafter, Tenant shall be required to close on the shopping center in accordance with the exact terms and conditions of the purchase and sale agreement.
- (G) Landlord shall furnish fully functional HVAC system for the Demised Premises and Landlord agrees to perform any necessary repairs to the HVAC system required for six (6) month period following the Commencement Date of the Lease.

Remainder of this page intentionally left blank

(Signature Page To Follow)

IN TESTIMONY WHEREOF, Landlord and Tenant have caused this Lease to be executed under seal to be effective the day and year first above written.

LANDLORD:

BERRONES MACON INVESTMENTS, LLC

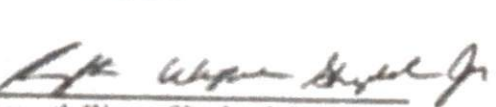
By: 
David Berrones, Member

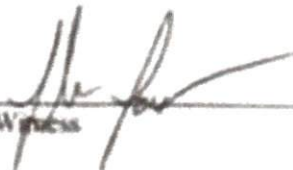

Witness

Notary Public (Seal)

TENANT:

THE BIG FISH, LLC

By: 
Kenneth Wayne Shepherd, Jr., Member


Witness

Notary Public (Seal)

MEASUREMENT FORM

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

APPLICANT: KENNETH SHEPHERD JR.
PROPOSED LICENSE: BEER, WINE, AND LIQUOR CONSUMED ON PREMISES
BUSINESS LOCATION: 3045 HARTLEY BRIDGE RD. STE. BCD
BUSINESS NAME: THE BIG FISH LLC., DBA MR. E'S SPORTSBAR & GRILL

To Be Completed by County Engineer

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

☒ 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: 4-11-2024

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

CONSUMPTION ON PREMISES

(Bar or Restaurant)

BEER, WINE & LIQUOR

Or

BEER & WINE

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

Mr. E's Sports Bar & Grill (The Big Fish LLC)

#3045 Hartley Bridge Road

31,000' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Fulton Mill Road

14,300' — MHA housing unit property line

Bloomfield Way

OK! ✓
F.C.B.

Paul J. Hornowski
April 10, 2024



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
140318	538577	Print Legal Ad-IPL01673290 - IPL0167329		\$46.36	1	29 L

Attention: Kenny Shepherd

Kenny Shepherd
3045 Hartley bridge rd
Macon, GA 31216

kennyshepherd58@gmail.com

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE REQUEST
FOR ~~Beer~~ and ~~Liquor~~/On Premises

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the April 11, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as The Big Fish LLC Mr E's Sportsbar and Grill, 3045 Hartley Bridge Rd Ste BCD Macon, GA 31216. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This April 4, 2024. Kenneth shepherd
Jr, Applicant
IPL0167329
Apr 4, 11 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:

04/04/24, 04/11/24

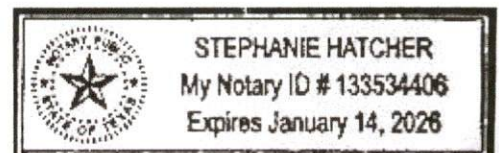
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Semons

Sworn to and subscribed before me this 18th day of April in the year of 2024

Stephanie Hatcher

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



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

Business Owner

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: KENNETH W SHEPHERD JR
2. Name of the subject of this Certificate, if different from the applicant:
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

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

KENNETH W SHEPHERD JR

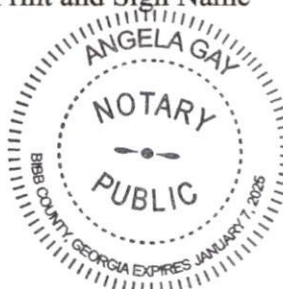
Print and Sign Name

Lo v m f.

Sworn to and subscribed before me this
2ND day of APRIL, 2024.

Angela Gay
 Notary Public

My commission expires: 5-7-25



Property
Owner

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: David Berrones owner
2. Name of the subject of this Certificate, if different from the applicant:
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

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

BERRONES MACON INVESTMENTS LLC DAVID BERRONES

Print and Sign Name

Sworn to and subscribed before me this
2ND day of APRIL, 2024.

Angela Gay
 Notary Public
 My commission expires: 1-7-25





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

OFFICE USE ONLY

ALCOHOL APPLICATION

Applicant Name: Keneth Shepherd Jr – No New Fingerprints Required

Business Name: The Big Fish LLC dba Mr. E's Sports Bar & Grill

Business Address: 3045 Hartley Bridge Road, Suite B, C, and D, Macon, GA 31216

DocuSigned by:		
After investigation, I recommend that the license requested herein be: 4/19/2024		
Granted	 _____ Sheriff, Macon-Bibb County, Georgia	_____ Date
Denied	1C561778CDEE414... _____ Sheriff, Macon-Bibb County, Georgia	_____ Date

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

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



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

Review Form

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

The following required documents are included in the application:

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

Legal Review 5/2/2024 (Date)  (Initials)

Comments

After review, legal recommends approval.

Initials

 Stephanie Freeman, Administrative Office Specialist

ADDED TO THE MAY 7, 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.

\$ 4400 Alcohol License Fees + \$400 Application Fee = Total \$ 4800

Agent Information

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

Location/Business Information

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

Business Continuation

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

Rev.08/2023

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

BUSINESS

Federal Tax ID #: 93-3783313 State Tax ID #: 20291429521
 Business Name: Sunday Enterprises LLC Corporate and Trade Name: AP's Hidden Hideaway
 Local Business Address: 4274 Broadway Macon GA 31206-1854
(P.O. Box Not Allowed) City State Zip
 Mailing Address: 1389 Schley St Macon GA 31206
(City State Zip)
 Local Business Phone #: (478) 781 5656 Email Address: pamela1226 Sellers@gmail.com
 Contact Person: Pamela Sellers Contact Phone #: [REDACTED]

AGENT

Agent's Name: Pamela L. Sellers Agent's Title: managing member
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Home Address: 1389 Schley St City: Macon State: GA Zip: 31206
 Home Phone #: [REDACTED] Email: pamela1226 Sellers@gmail.com
 Mailing Address: 1389 Schley St City: Macon State: GA Zip: 31206

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: _____ Title: _____
 Home Address: _____ City: _____ State: _____ Zip: _____
 Home Phone #: _____ Email: _____
 Mailing Address: _____ City: _____ State: _____ Zip: _____

Rev. 08/23

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print): <u>Pamela Lee Sellers</u>			
Home Address: <u>1389 Schley St. Macon Ga 31204</u>			
Sex	Race	Date of Birth	Social Security Number
<u>Female</u>	<u>white</u>		



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



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

Pamela L. Sellers
Signature

11/5/23
Date

DR. LIC

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) 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: Sunday Enterprises LLC DBA AP's Hidden
Hideaway

Printed Name of Applicant: Pamela Lee Sellers

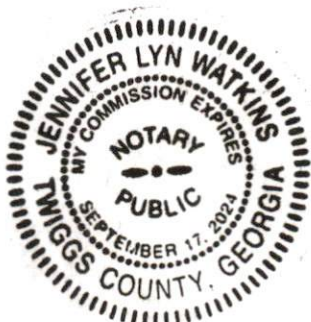
*Signature of Applicant: Pamela L. Sellers

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 31 DAY OF October, 2023.

NOTARY PUBLIC

9-17-24
MY COMMISSION EXPIRES



MEASUREMENT FORM

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

APPLICANT: PAMELA L. SELLERS
PROPOSED LICENSE: BEER, WINE, AND LIQUOR CONSUMED ON PREMISES
BUSINESS LOCATION: 4274 BROADWAY
BUSINESS NAME: AP'S HIDDEN HIDEAWAY (NEW SUNDAY
ENTERPRISES 2024)

To Be Completed by County Engineer

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

☒ Comply ☐ Does not comply

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

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

☐ Yes ☐ No ☒ Not Applicable

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

Date: 12-5-2023

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

CONSUMPTION ON PREMISES

(Bar or Restaurant)

BEER, WINE & LIQUOR

Or

BEER & WINE

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

AP's Hidden Hideaway

#4274 Broadway

22,800' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Emory Hwy.

4,700' — MHA housing unit property line

Pendleton Homes

JCD.

OK!

Paul J. Hornowski

December 5, 2023

McClatchy

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

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

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

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
135590	497430	Print Legal Ad-IPL01508850 - IPL0150885		\$46.36	1	28 L

Attention: Mr. PAMELA SELLERS
SUNDAYS ENTERPRISE

GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE RE-
QUEST FOR beer, wine, liquor

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the December 19, 2023, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Sunday Enterprise LLC, 4274 Broadway Macon, Ga 31206. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This December 6, 2023. Pamela Sellers, Applicant
IPL0150885
Dec 7, 14 2023

To Whom It May Concern:

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

2 insertion(s) published on:

12/07/23, 12/14/23

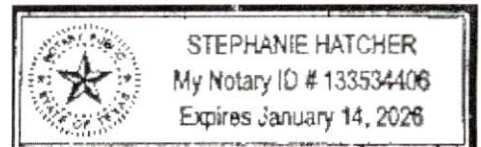
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Sellers

Sworn to and subscribed before me this 15th day of April in the year of 2024

Stephanie Hatcher

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



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



MACON-BIBB COUNTY
Planning & Zoning

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

Zoning Compliance

PERMIT NO: ZC-2023-2843	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 04/15/2024
ISSUED TO NAME:	Pamela Lee Sellers Sunday Enterprises LLC dba AP's Hidden Hideaway	
PROPERTY OWNER'S NAME:	PADGETT ALICE	
PROPOSED USE:	Change of ownership change of ownership	
ADDRESS OF PROPOSED USE:	4274 BROADWAY	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	P102-0205	ZONING DISTRICT: M-1

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to change the ownership of an existing night club with restaurant/ bar and grill. Alcohol will be served and consumed on premise. This location will operate from 6am to 8pm on Monday through Thursday, from 5pm to 2am on Friday and Saturday and 11am to 7pm on Sunday. The business will employ approximately 2 to 10 employees and provides parking on site. They plan to have live performances on Fridays, Saturdays and Sundays. These performances must comply with the Code of Ordinance of Macon-Bibb County as well as the Comprehensive Land Development Resolution for Macon-Bibb Planning and Zoning. No signage authorized by this permit; signage shall require a separate zoning permit. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY 04/15/2025

APPROVED BY: Butch Sementilli

NOTICE

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

Control Number : 23209716

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

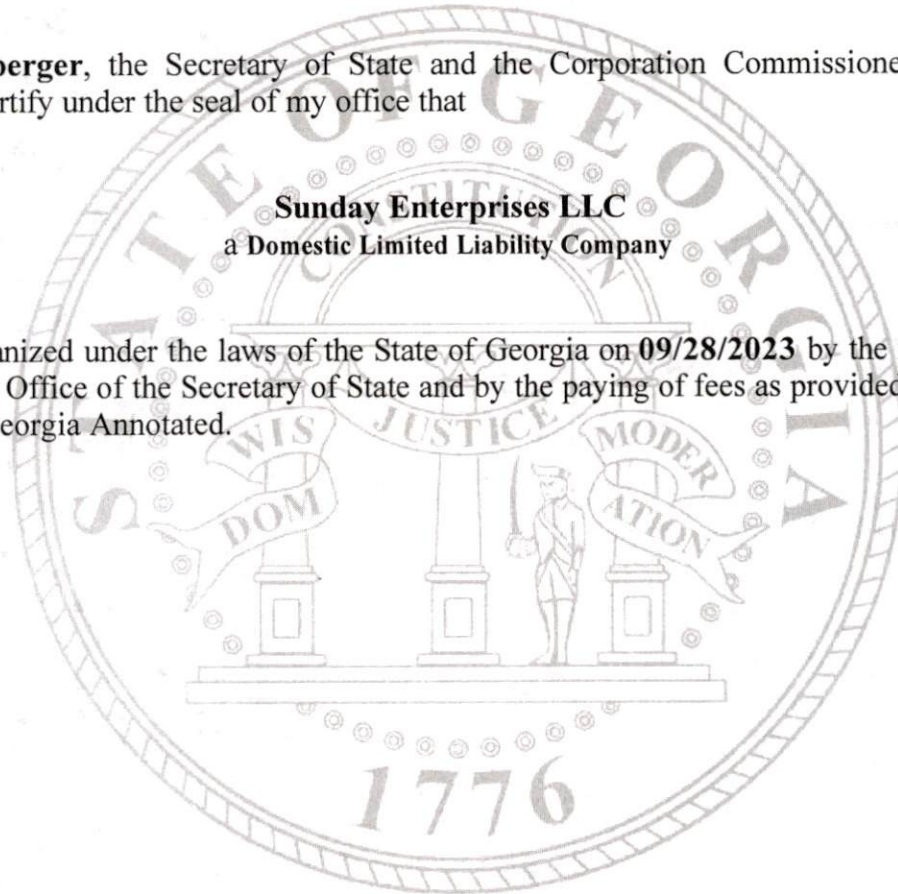
Atlanta, Georgia 30334-1530

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

Sunday Enterprises LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **09/28/2023** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.



WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **10/05/2023**.

Brad Raffensperger

Brad Raffensperger
Secretary of State



ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 9/28/2023 12:48:33 PM

BUSINESS INFORMATION

CONTROL NUMBER	23209716
BUSINESS NAME	Sunday Enterprises LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	09/28/2023

PRINCIPAL OFFICE ADDRESS

ADDRESS	1389 Schley St, Macon, GA, 31206, USA
----------------	---------------------------------------

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Pamela L Sellers	1389 Schley St, Macon, GA, 31206, USA	Bibb

ORGANIZER(S)

NAME	TITLE	ADDRESS
Pamela L Sellers	ORGANIZER	1389 Schley St, Macon, GA, 31206, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Pamela L Sellers
AUTHORIZER TITLE	Organizer



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	Sunday Enterprises LLC	Control Number:	23209716
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Owes Current Year AR
NAICS Code:	Accommodation and Food Services	NAICS Sub Code:	Drinking Places (Alcoholic Beverages)
Principal Office Address:	1389 Schley St, Macon, GA, 31206, USA	Date of Formation / Registration Date:	9/28/2023
State of Formation:	Georgia	Last Annual Registration Year:	NONE

REGISTERED AGENT INFORMATION

Registered Agent Name: **Pamela L Sellers**
Physical Address: **1389 Schley St, Macon, GA, 31206, USA**
County: **Bibb**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Office of the Georgia Secretary of State Attn: 2 MLK, Jr. Dr. Suite 313, Floyd West Tower Atlanta, GA 30334-1530,
Phone: (404) 656-2817 Toll-free: (844) 753-7825, WEBSITE: <https://sos.ga.gov/>

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[Report a Problem?](#)

Ownership Disclosure Form

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

Business:

Trade Name: AP's Hidden Hideaway Name of Corporation: Sunday Enterprises LLC

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

Individual:

Name and Title: Pamela L Sellers Telephone Number: [REDACTED]

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

Residential Street Address: 1389 Schley St Macon GA 31206

Mailing Address: 1389 Schley St Macon GA 31206

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- ☐ Sole Proprietorship
- ☐ General Partnership
 - ☐ General Partner holding ___% of all outstanding general partnership interests.
- ☐ Limited Partnership (LP)
 - ☐ General Partner holding ___% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ___% of all outstanding general partnership interests.
- ☐ Limited Liability Partnership (LLP)
 - ☐ General Partner holding ___% of all outstanding general partnership interests.
- ☐ Limited Liability Limited Partnership (LLLLP)
 - ☐ General Partner holding ___% of all outstanding general partnership interests.
 - ☐ Limited Partner holding ___% of all outstanding general partnership interests.
- ☐ Limited Liability Company (LLC)
 - ☒ Managing Member, Total number of Managing Members: 1
 - ☐ Member holdings 100% of all outstanding membership interests
- ☐ Privately Held Corp./Company
 - ☐ Corporate Officer: Yes ___ No ___
 - ☐ Shareholder holding ___% of all outstanding ownership interests.
- ☐ Publicly Traded Company
 - ☐ Corporate Officer: Yes ___ No ___
- ☐ Other
 - ☐ Other person exercising operational authority over the entity: _____



TAX COMMISSIONER'S OFFICE
188 Third Street
Macon, Georgia 31201

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Pamela Last Name: Sellers
 Home Address: 1389 Schley St City: Macon State: GA Zip: 31206
 Home Phone #: [REDACTED] Email: pamela1226 Sellers@gmail.com
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Mailing Address: 1389 Schley St City: Macon State: GA Zip: 31206

- ☐ A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- ☐ An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.
- ☐ Current Color photograph of applicant
- ☐ \$25 cash, money order, check or debit/credit card 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.

Pamela L. Sellers
 Applicant's Signature

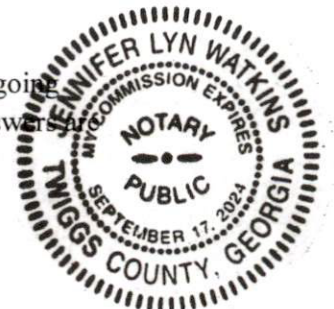
10/31/2023
 Date

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

This 31 day of October, 2023

[Signature]
 NOTARY PUBLIC

9-17-24
 MY COMMISSION EXPIRES





Cheers Entertainment Services Bar Training
CERTIFICATE OF COMPLETION

Awarded To

PAMELA LEE SELLERS

Course Completion

RENEW MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2022-11-08

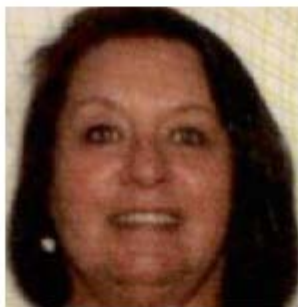
Serial No.

cert_0xfh85dc





Pamela Sellers



AH001142

ALCOHOL HANDLER

EXP: 12/31/2024

GEORGIA COMMERCIAL LEASE

This Lease Agreement made the 4 day of December, 2023 by and between Aubrey Patten [name of lessor], of 4274 Broadway Macon [street address], State of Georgia, hereinafter referred to as "Lessor", and Daneta Sellers [name of lessee], of 1389 Schley Drive [street address], State of Georgia, hereinafter referred to as "Lessee", collectively referred to herein as the "Parties", agree as follows:

1. **DESCRIPTION OF LEASED PREMISES:** The Lessor agrees to lease to the Lessee the following described 2800 square feet (SF) of [type of space] located at 4274 Broadway Macon [street address], State of Georgia.

Additional Description: _____

Hereinafter known as the "Premises".

2. **USE OF LEASED PREMISES:** The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for the following use and purpose:

Bar/Grill

Any change in use or purpose the Premises other than as described above shall be upon prior written consent of Lessor only.

3. **TERM OF LEASE:** The term of this Lease shall be for a period of 25 year(s) _____ month(s) commencing on the 4th day of December, 2023 and expiring at Midnight on the 4th day of December, 2048. ("Initial Term")

4. **BASE RENT:** The net monthly payment shall be _____ dollars (\$ 10.00), payable monthly with the first payment due upon the commencement of the Lease and each monthly installment payable thereafter on the 4th day of each month. Said net monthly payment is-hereafter referred to as the "Base Rent". Rent for any period during the term hereon, which is for less than 1 month shall be a pro-rata portion of the monthly rent.

5. **OPTION TO RENEW:** (Check One)

☐ - Lessee may not renew the Lease.

24. **AMENDMENT:** No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

25. **BINDING EFFECT:** This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this 4th day of December, 2023.

Lessee's Signature

Printed Name

Pamela Sellers Pamela Sellers

Lessor's Signature

Printed Name

Aubrey Patten Aubrey Patten

ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF Georgia
Bibb County, ss.

On this 4 day of December, 2023, before me appeared Aubrey Patten as **LESSOR** of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Paula M. Mullis
Notary Public

My commission expires



NOTARY PUBLIC GEORGIA
PAULA M. MULLIS
BIBB COUNTY
My Commission Expires
January 15, 2025

ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF Georgia
Bibb County, ss.

On this 4 day of December, 2023, before me appeared Pamela Sellers as **LESSEE** of this Commercial Lease Agreement who proved to me through government issued photo identification to be the above-named person, in my presence executed foregoing instrument and acknowledged that they executed the same as their free act and deed.

Paula M. Mullis
Notary Public

My commission expires



NOTARY PUBLIC GEORGIA
PAULA M. MULLIS
BIBB COUNTY
My Commission Expires
January 15, 2025

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: Pamela L. Sellers Date: 11/31/23

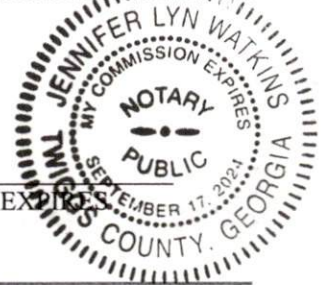
Business Name: Sunday Enterprises LLC dba AP's Hidden Hideaway

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

This 31 day of Oct, 2023

NOTARY PUBLIC

9-17-24
MY COMMISSION EXPIRES



Owner/Individual Certification

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

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

Title: _____

Business Name: _____

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

This _____ day of _____, 20____

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name:

Sunday Enterprises 2024

Business Address:4274 Broadway 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.

- ☐ **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.

Pamela H. Selder 4-10-24
 Applicant/Agent Signature Date

SECURITY CAMERA COMPLIANCE VERIFICATION**Instructions:**

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

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

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

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

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

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

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

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

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

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

Business Name:

AP's Hidden Hideaway

Business Address:

4274 Broadway Macon Ga

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.

Graig Lewis
Code Enforcement Department Designee

4/8/24
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.

Danola Selder

4/10/24

Applicant/Agent Signature

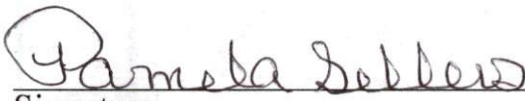
Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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

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

	<u>Pamela L. Sellers</u>	<u>11/31/23</u>
Signature	Print Name	Date



Alcohol License Questionnaire

Name of Business: Sunday Enterprises LLC dba AP's Hidden Hideaway
 Owner's Name: Pamela L. Sellers
 Address: 4274 Broadway
macon 31206

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

Own

Lease

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

\$

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

Please circle one: Relation, see below

No Relation

4. If you are leasing the building, will your landlord be involved in the day to day business operations?

Yes

No

5. Was the previous operator at this location in any legal or regulatory trouble with local government, state government, law enforcement, or the Georgia lottery in the year prior to the transfer to your business?

Yes

No

6. Will the previous operator or any family member of the previous operator remain involved in the day to day business operations?

Yes

No

7. Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction?

Yes

No

Pamela Sellers

Printed Name of person completing form

Pamela L. Sellers

Signature of person completing form

12/4/23

Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

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

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

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

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

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

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

Business Name:

AP's Hidden Hideaway

Business Address:

4274 Broadway Macon



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.

GA
31206

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

Pamela A. Sellers
Applicant/Agent Signature

Date

12/3/2023

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

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

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

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

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Pamela L Sellers, managing member
2. Name of the subject of this Certificate, if different from the applicant:
Sunday Enterprises LLC
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

Sunday Enterprises LLC

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

Pamela L. Sellers
Print and Sign Name

Sworn to and subscribed before me this

31 day of October, 2023

[Signature]
Notary Public

My commission expires:

9-17-24



Macon-Bibb County

Certificate of Good Standing

1. Name and Title of the applicant: Aubrey Patten Prapath Owner
2. Name of the subject of this Certificate, if different from the applicant: A.P.'S Hiddenway
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

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

Aubrey Patten
[Signature]
 Print and Sign Name

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

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





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: Pamela Lee Sellers – Fingerprints Completed: 04.17.2024

Business Name: Sunday Enterprises LLC dba AP's Hidden Hideaway

Business Address: 4274 Broadway, Macon, GA 31206

DocuSigned by:

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

Granted

Sheriff, Macon-Bibb County, Georgia

4/19/2024

Date

Denied

Sheriff, Macon-Bibb County, Georgia

Date

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

Granted

Mayor, Macon-Bibb County, Georgia

Date

Denied

Mayor, Macon-Bibb County, Georgia

Date

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

Granted



Clerk of the Macon-Bibb County Commission, Georgia

Date

Denied



Clerk of the Macon-Bibb County Commission, Georgia

Date



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

Review Form

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

The following required documents are included in the application:

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

Legal Review 5/2/2024 (Date)  (Initials)

Comments

After review, legal recommends approval.

Initials

 Stephanie Freeman, Administrative Office Specialist



LEGISLATIVE SPONSORS

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

AN ORDINANCE OF THE MACON-BIBB COUNTY COMMISSION TO DEDICATE THE PAVILION AT BOWDEN GOLF COURSE IN HONOR OF JAMES ALLEN “JIM” HICKMAN IN RECOGNITION OF HIS MANY YEARS OF SERVICE AND LEADERSHIP TO THE MACON-BIBB COMMUNITY; APPROPRIATION OF AN AMOUNT NOT TO EXCEED \$500.00 FROM THE GENERAL FUND – FUND BALANCE TO THE FACILITIES MANAGEMENT BUDGET FOR THE PURCHASE OF MATERIALS AND SIGNAGE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Commissioner Mallory C. Jones, III, District 4, desires to sponsor this Ordinance to dedicate the pavilion at Bowden Golf Course in honor of James Allen “Jim” Hickman; and

WHEREAS, a Middle Georgia transplant, Jim Hickman was born in Sistersville West Virginia, the son of Kenneth Alan Hickman and Kathryn Evans Hickman; and

WHEREAS, growing up in West Virginia, Jim excelled at football, basketball, and golf, as well as being an avid musician, often performing impromptu trumpet concerts for friends and neighbors; and

WHEREAS, Jim further developed his natural talent for golf at West Liberty College, captaining the golf team in 1969 and 1970, leading the team to the WVIAC West Virginia Championships, and representing the school in the 1970 NAIA College Championship; and

WHEREAS, after graduating from West Liberty, Jim took up golf full time, working at numerous golf clubs before hearing about the opening of River North, a new club opening in Macon; and

WHEREAS, Jim joined the Macon community as the assistant PGA Professional at River North in 1975, and was quickly promoted to Head Professional; and

WHEREAS, in addition to falling in love with Macon, moving to the area with his three sons, Jim fell in love in Macon, marrying his wife Len in 1980, and expanding their family with two daughters and another son; and

WHEREAS; during his time at River North, Jim was instrumental in the creation of the Macon Pro-Am Paul Walsh Nissan Classic, which raised money for Multiple Sclerosis research and became a popular stop on the PGA's Ben Hogan Tour, now known as the Korn Ferry Tour; and

WHEREAS, in addition to his achievements in making Macon a golf destination on the PGA tour, Jim also served as the golf coach at Mercer University; and

WHEREAS, after 15 years at River North, Jim joined the City of Macon, managing Bowden Golf Club for 15 years until his retirement from the City to develop another private golf club; and

WHEREAS, as a result of his work, Jim Hickman was named one of the top 10 most influential sports figures by the Macon Telegraph, and received numerous awards, including the NAACP Service to Mankind Award from the Macon Evening Sertoma Club in 1989, and the Christian Athlete Award in 1996 from Hamilton Bowden Men's Golf Associations.

WHEREAS, in light of Jim Hickman's achievements and service to the Macon-Bibb Community, the Macon-Bibb County Commission now desires to formally dedicate the pavilion at Bowden Golf Course in his honor; 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 to Mr. Hickman's long history of service and leadership; and

WHEREAS, in order for Facilities Management to purchase the necessary materials and signage in honor of Mr. Hickman to install at the park, 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.

The pavilion at Bowden Golf Course shall henceforth be and hereby is dedicated in honor of James Allen "Jim" Hickman, and his tireless leadership and service to Macon-Bibb athletics and the community as a whole.

Section 2.

The Commission hereby approves a supplemental appropriation not to exceed \$500.00 from General Fund – Fund Balance to the Facilities Management budget for FY 23, for the purpose of providing for material and other costs associated with the installation of signage in accordance with this Ordinance.

Section 3.

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

Section 4.

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

Section 5.

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

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

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

Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

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

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

LESTER M. MILLER, Mayor

(SEAL) Attest: _____
JANICE S. ROSS, CLERK OF COMMISSION



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CRISIS LINE & SAFE HOUSE OF CENTRAL GEORGIA, INC. GRANTING COMMUNITY DEVELOPMENT BLOCK GRANT - CORONAVIRUS (CDBG-CV) FUNDING IN THE AMOUNT OF \$33,000.00 TO PROVIDE SHELTER SERVICES TO INDIVIDUALS AND FAMILIES INVOLVED IN DOMESTIC VIOLENCE SITUATIONS WITHIN A 12-MONTH PERIOD; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Community Development Block Grant program is administered by the Economic Community Development Department of the Macon-Bibb County Government and funded by an Community Development Block Grant applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, Crisis Line & Safe House of Central Georgia, Inc. ("CL&SH") has applied for Community Development Block Grant – Coronavirus funding in the amount of \$33,000.00 from the Macon-Bibb County Economic and Community Development Department; and

WHEREAS, CL&SH intends to utilize CDBG-CV funds to provide hotel accommodations, meals, groceries, supplies, and comprehensive services to up to 50 individuals and families involved in domestic violence situations within a 12-month period; and

WHEREAS, the Macon-Bibb County Economic and Community Development Department has determined this to be eligible CDBG-CV activity and has selected CL&SH for award of these funds; and

WHEREAS, a copy of the grant award agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an agreement between Macon-Bibb County and Crisis Line & Safe House of Central Georgia, Inc. for the County to provide Community Development Block Grant - Coronavirus funding in the amount of THIRTY-THREE THOUSAND DOLLARS AND 00/100 CENTS (\$33,000.00) to Crisis Line & Safe House of Central Georgia, Inc. to provide shelter services to individuals and families involved in a domestic violence situation within a 12-month period, along with comprehensive services, as indicated in Exhibit A.

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 Authorizing Agreement Crisis Line and Safe House for CDBG-CV
Funds - \$33,000.00.docx*

EXHIBIT A

**AGREEMENT BETWEEN
MACON-BIBB COUNTY GOVERNMENT
AND
CRISIS LINE & SAFE HOUSE OF CENTRAL GEORGIA, INC.
915 Hill Park, Suite 100C
Macon, Georgia 31201
Phone 478-745-9292**

**PROVIDING FOR
COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS PROJECTS (PY2024)**

This Agreement ("Agreement") is made and entered into by Macon-Bibb County, a political subdivision of the State of Georgia, ("M-BCG"), and **Crisis Line & Safe House of Central Georgia, Inc.**, ("Sub-grantee"). This Agreement shall be effective as of the date it is fully executed by both Parties.

The Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020, Public Law 116-136, is a law meant to address the economic fallout of the 2020 coronavirus pandemic (COVID-19) in the United States. The US Department of Housing and Urban Development (HUD) has announced the allocation of funding for Community Development Block Grant Coronavirus (CDBG-CV) grantees based on the fiscal year 2020 grant formula for Macon-Bibb County. **These special funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic to mitigate the impacts of COVID-19.**

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

**ARTICLE I
DEFINITIONS AND IDENTIFICATIONS**

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Macon-Bibb County Community Development Block Grant (CDBG-CV) Program or "Program"

The term "Macon-Bibb County Community Development Block Grant Coronavirus (CDBG-CV) Program," or "Program" shall mean that program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant Coronavirus applied for by the M-BCG and awarded by HUD as authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department

The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

Grantee

The term "Grantee" shall mean the M-BCG as Grantee of a Community Development Block Grant awarded by HUD.

HUD

The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Project

The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

Low- and Moderate-Income Household

The term "Low- and Moderate-Income Household" shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person

The term "Low- and Moderate-Income Person" shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Household

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

Duplicated Count

A duplicated count is comprised of several units of service or services provided to one participant.

Unduplicated Count

An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

ARTICLE II
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the "Act") consolidated several existing programs for community development into a single program of Community Development Block Grants Coronavirus (hereinafter "CDBG-CV") for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon, through citizen participation workshops, the Mayor, and the M-BCG Commission determined the needs and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG's CDBG-CV submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

- (a) Activities benefiting low- and moderate-income persons;
- (b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,

- (c) Activities designed to meet community development needs having a particular urgency.

The M-BCG has determined that the Project is a CDBG-CV eligible activity as it addresses one or more of these objectives.

Under the Rules and Regulations of HUD, the M-BCG is administrator for the Program, and is mandated to comply with various statutes, rules and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain the assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

ARTICLE III

UNIFORM GUIDANCE INFORMATION

Macon-Bibb County will use the following information to provide a reference to the PY24 (January 1, 2024- December 31, 2024) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provides certain elements be included in contracts for recipients of federal grant awards acting as pass through entities.

Federal Award:

Community Development Block Grant-CV

Subrecipient Name:

Crisis Line & Safe House of Central Georgia, Inc.

Unique Entity Identifier:

L2N8CXEVX798

Federal Award Identification Number:

B-20-MW-13-0005

Federal Award Date:

September 1, 2020

Subaward period of performance start and end date:

January 1, 2024, thru December 31, 2024

Federal Funds Obligated:

\$33,000.00

Project Description:

To provide shelter services to persons/families involved in domestic violence situations within a 12-month period, along with comprehensive services.

Federal Awarding Agency/Pass-Through Entity:

Housing and Urban Development (Federal)

Macon-Bibb County, Economic and Community Development Department (Pass through entity)

688 Walnut Street, Suite 101

Macon, GA 31201

CFDA Name and Number:

Community Development Block Grants/Entitlement Grants; 14.218

Research and Development:

No

Provision:

OMB OMNI Circular Subpart E-Cost principles provides for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. Facilities” is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. “Administration” is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of “Facilities”.

Pursuant to HUD regulations, Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

ARTICLE IV PROJECT

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **THIRTY-THREE THOUSAND DOLLARS AND 00/100 CENTS (\$33,000)** (hereinafter the "Grant") to implement the following project (s): **“Crisis Line & Safe House PY24 CDBG-CV” program**. This program shall provide shelter services to persons/families involved in a domestic violence situation within a 12-month period, along with comprehensive services. Said project(s) are more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

ARTICLE V NOTICES

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street
Macon, Georgia 31201

With copy to: Economic and Community Development Department
Attention: Wanzina Jackson, Director
688 Walnut Street, Suite 101
Macon, Georgia 31201
Phone: 478-751-7190

Facsimile: 478-910-2347

If to Sub-grantee Crisis Line & Safe House

Attention: DeAlvah Simms, Executive Director
915 Hill Park, Suite 100C
Macon, GA 31201
Phone: 478-745-9292
Facsimile: 478-330-5535

ARTICLE VI
GENERAL CONDITIONS

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants Coronavirus (CDBG-CV) including subpart K of these regulations, except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

C. Hold Harmless

The Sub-grantee shall hold harmless, defend and indemnify the M-BCG from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or CFR part 200.325 and 2 CFR part 200 subpart D, Bonding and Insurance.

F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall insure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line-item changes to the Sub-grantee's budget as long as such changes do not increase in the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- (a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become

applicable at any time;

(b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;

(c) Ineffective or improper use of funds provided under this Agreement; or

(d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

ARTICLE VII

ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 24 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-grantee shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost -Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a) Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b) Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflects all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c) All Grant funds disbursed through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another CDBG-CV eligible project, the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (a) Records providing a full description of each activity undertaken;
- (b) Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG-CV program;
- (c) Records required to determine the eligibility of activities;
- (d) Records documenting compliance with the fair housing and equal opportunity components of the CDB-CV program;
- (e) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and
- (f) Other records necessary to document compliance with 2 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over CDBG-CV funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another CDBG-CV eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F – Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG-CV funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

(i) In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

(a) Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly

progress report.

(b) The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.

(c) Time sheets shall be submitted as backup documentation for salary reimbursement.

(d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts or other documentation evidencing funds expended by Sub-grantee.

(e) The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.

(ii) Upon receiving the invoices, reports and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State and local laws and regulations.

(iii) The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.

(iv) The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the form (Exhibits B, C, and C, part II) and content as required by the M-BCG by the 15th of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy through-out the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

(a) All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free

competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b) Sub-grantee shall make positive efforts to utilize small business and minority owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any CDBG-CV funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:

(a) Transferred to the M-BCG for the CDBG-CV program, or

(b) Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII **PERSONNEL & PARTICIPANT CONDITIONS**

A. Civil Rights

1. Compliance

(a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business

that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one

(51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a) Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b) Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported

with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e) Employee Verification

(1) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200, 317-318 and 576.404, which include (but are not limited to) the following:

(a) The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

(b) No employee, officer or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-CV-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement

with respect to the CDBG-CV assisted activity, or with respect to the proceeds from the CDBG-CV assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

5. Lobbying

The Sub-grantee hereby certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for

inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

ARTICLE IX
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI
WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

MACON-BIBB COUNTY

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

Lester L. Miller, Mayor

Date

ATTEST:

ECONOMIC AND COMMUNITY
DEVELOPMENT DEPARTMENT

Witness

Wanzina Jackson, Director

Date

ATTEST:

CRISIS LINE & SAFE HOUSE OF CENTRAL
GEORGIA, INC.

Witness

by: DeAlvah Simms , Executive Director

Date

EXHIBIT "A"

SCOPE OF SERVICES AND TIMETABLE

The Subgrantee will be responsible for administering the **Crisis Line and Safe House, Domestic Violence Shelter, Crisis Line, and Outreach Program in Macon-Bibb County PY 2024 CDBG-CV Program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

I. SCOPE OF SERVICES

A. Activity

DESCRIPTION OF ACTIVITY

Crisis Line & Safe House Shelter Program shall provide 50 individuals with hotel accommodations, meals, necessary, household cleaning, and sanitation supplies, along with medical supplies, and prescriptions to persons/families involved in a domestic violence situation within a 12-month period, along with comprehensive services. Each of the uses of CDBG-CV funds below represents a vital part of accomplishing the goals set out individually for clients and collectively for the agency.

IMPLEMENTATION PLANS

Low-income persons/families involved in domestic abuse enter this program through the 24-Hour crisis line. Eligible participants reside at the shelter or local e and participate in onsite case management. Services shall be administered within an undisclosed location for the safety of the domestic violence victims. Services to the clients shall be comprised of case management, advocacy, meals, clothing, transportation, therapy, linkage to resources for self-sufficiency, and other services needed to stabilize the client/family. All current and former residential clients are eligible to attend the weekly support group held at the shelter. Many former residents are choosing to participate in the non-residential weekly support group held at the counseling center. The initial case plan meeting will be held with all adult shelter residents who are in the shelter for 4+ days. Program staff will provide all of these services to clients. CDBG-CV funds will pay operating expenses for the 24-Hour crisis hotline, communication services including phone and internet, copier, scanner and fax rental, hotline advertising, rent for the shelter portion of the outreach office, and the power, gas, and water bills for the shelter. This permits normal office and residential functions at the Safe House to be maintained.

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES

Executive Director: Oversees program; reviews and approves CDBG-CV paperwork; responsible for the oversight of the monthly grant reporting and reimbursements requests.

Deputy Director/Legal Advocacy Program Director: Oversees program; has primary responsibility for Legal Advocacy program; provides continuation services to residents after exiting the shelter.

Shelter Director: Oversees daily operations, staff, and paperwork completion; assesses clients for program eligibility.

Child Advocate: Assesses clients for program eligibility; maintains crisis hotline.

Family Advocates (2): Assesses clients for program eligibility; maintains crisis hotline.

B. National Objectives

The Subgrantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.

C. Levels of Accomplishment - Goals and Performance Measures

The Subgrantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
1) Meals for on-site and off-site Shelter clients.	Average 10/month	January 1, 2024- December 31, 2024	To provide all meals to 50 clients receiving residential care either in the shelter or an Extended Stay Hotel.
2) Supplies for on-site and off-site Shelter Clients	Average 10/month	January 1, 2024- December 31, 2024	To provide supplies for 50 clients receiving residential care either in the shelter or an Extended Stay Hotel.
3) Supplies (prescriptions and over-the-counter medication) for onsite-and off-site Shelter Clients	Average 10/month	January 1, 2024- December 31, 2024	To meet the medical needs for 50 clients receiving residential care either in the shelter or an Extended Stay Hotel
4) Total Number of Individuals Served			50 Individuals Served

SUBGRANTEE is also responsible for submitting to M-BCG, monthly progress reports, time sheets, participant eligibility forms, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained up to five (5) years after the contract expires.

D. Performance Monitoring

The Subgrantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Subgrantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Subgrantee's compliance with the terms and conditions of this Agreement, and comparing the Subgrantee's projected Project schedule, budget and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Subgrantee shall furnish the Department, M-BCG, or its designee copies of such records and information as the Department or M-BCG deems necessary. In addition, the Subgrantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement, and shall prepare such other reports as may be required by the Department, M-BCG and/or HUD. All monthly reports shall be submitted to the Department no later than the 15th of the following month.

M-BCG will monitor the performance of the Subgrantee against goals and performance standards as stated above. Substandard performance as determined by M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subgrantee within a reasonable period of time after being notified by M-BCG, contract suspension or termination procedures will be initiated.

E. Macon-Bibb County Recognition

The Subgrantee shall insure recognition of the role of M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subgrantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

Services of the Subgrantee shall start on **January 1, 2024 – December 31, 2024**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subgrantee remains in control of CDBG-CV funds or other CDBG-CV assets, including program income.

III. BUDGET

<u>Line-Item</u>	<u>Amount</u>
Hotel Accommodations	\$10,000.00
Groceries and Supplies (include prescriptions & over-the counter meds)	\$20,000.00
Indirect Cost	\$ 3,000.00
TOTAL	\$33,000.00

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$33,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least five (5) years after the Contract expires.

EXHIBIT “B”
PROGRAM REQUIREMENTS

Sub-grantee shall operate this project funded through the M-BCG's Community Development Block Grant Coronavirus Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

- (a) Voucher System: All supporting documentation, such as purchase order, invoices, receiving reports, and requisitions
- (b) Books of Original Entry: Cash receipts and disbursements journal, general ledger
- (c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.
- (d) Personnel Records: Separate personnel file shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
- (e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG-CV funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.
- (f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payment of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.
- (g) Checking Accounts: Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, cancelled checks, and deposit slips must be readily available for audit purposes.
- (h) Petty Cash: Sub-grantee is encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG-CV funds are used as petty cash.
- (i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.
- (j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG-CV funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least five (5) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials and others who may be authorized to examine such records.



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FAMILY ADVANCEMENT MINISTRIES, INC. GRANTING A COMMUNITY DEVELOPMENT BLOCK GRANT - CORONAVIRUS (CDBG-CV) IN THE AMOUNT OF \$25,000.00 TO FAMILY ADVANCEMENT MINISTRIES, INC. TO PROVIDE ELIGIBLE FAMILIES WITH DAYCARE ASSISTANCE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Community Development Block Grant program is administered by the Economic Community Development Department of the Macon-Bibb County Government and funded by an Community Development Block Grant applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, Family Advancement Ministries, Inc. ("FAM") has applied for Community Development Block Grant - Coronavirus funding, in the amount of \$25,000.00, from the Macon-Bibb County Economic and Community Development Department; and

WHEREAS, FAM currently serves the needs of many low-income families when those families are faced with financial or personal crisis; and

WHEREAS, FAM intends to utilize the CDBG-CV funds to implement the FAM Childcare Program, which will provide eligible working parents with daycare assistance while the parents are working or in school; and

WHEREAS, the Macon-Bibb County Economic and Community Development Department has determined this to be eligible CDBG-CV activity and has selected FAM for award of these funds; and

WHEREAS, a copy of the grant award agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an agreement between Macon-Bibb County and Family Advancement Ministries, Inc. for the County to provide Community Development Block Grant - Coronavirus funding in the amount of TWENTY-FIVE THOUSAND DOLLARS AND 00/100 CENTS (\$25,000.00) to Family Advancement Ministries, Inc. to provide eligible working parents with daycare assistance, as indicated in Exhibit A.

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

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

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

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

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

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

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

APPROVED AND ADOPTED this ____ day of _____, 2024.

By: _____
LESTER M. MILLER, Mayor

Attest: _____
JANICE S. ROSS, Clerk of Commission

(SEAL)

*Q:\RES MACON-BIBB\2024 Miller Authorizing Agreement With Family Advancement Ministries For
CDBG-CV Funds - \$25,000.00.Docx*

EXHIBIT A

**AGREEMENT BETWEEN
MACON-BIBB COUNTY GOVERNMENT
AND
FAMILY ADVANCEMENT MINISTRIES, INC.
538 Orange Street
Macon, GA 31201
Phone 478-746-9803
Fax 478-745-0847**

**PROVIDING FOR
COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS PROJECTS (PY2024)**

This Agreement ("Agreement") is made and entered into by Macon-Bibb County, a political subdivision of the State of Georgia, ("M-BCG"), and **Family Advancement Ministries, Inc.**, ("Sub-grantee"). This Agreement shall be effective as of the date it is fully executed by both Parties.

The Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020, Public Law 116-136, is a law meant to address the economic fallout of the 2020 coronavirus pandemic (COVID-19) in the United States. The US Department of Housing and Urban Development (HUD) has announced the allocation of funding for Community Development Block Grant Coronavirus (CDBG-CV) grantees based on the fiscal year 2020 grant formula for Macon-Bibb County. **These special funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic to mitigate the impacts of COVID-19.**

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

**ARTICLE I
DEFINITIONS AND IDENTIFICATIONS**

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Macon-Bibb County Community Development Block Grant Coronavirus (CDBG-CV) Program or "Program"

The term "Macon-Bibb County Community Development Block Grant Coronavirus (CDBG-CV) Program," or "Program" shall mean that program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant applied for by the M-BCG and awarded by HUD as authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department

The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

Grantee

The term "Grantee" shall mean the M-BCG as Grantee of a Community Development Block Grant awarded by HUD.

HUD

The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Project

The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

Low- and Moderate-Income Household

The term "Low- and Moderate-Income Household" shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person

The term "Low- and Moderate-Income Person" shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Household

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

Duplicated Count

A duplicated count is comprised of several units of service or services provided to one participant.

Unduplicated Count

An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

ARTICLE II
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the "Act") consolidated several existing programs for community development into a single program of Community Development Block Grants (hereinafter "CDBG-CV") for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon through citizen participation workshops, the Mayor, and the M-BCG Commission determined the needs and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG's CDBG-CV submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

- (a) Activities benefiting low- and moderate-income persons;

- (b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,
- (c) Activities designed to meet community development needs having a particular urgency.

The M-BCG has determined that the Project is a CDBG-CV eligible activity as it addresses one or more of these objectives.

Under the Rules and Regulations of HUD, the M-BCG is the administrator for the Program and is mandated to comply with various statutes, rules, and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as the administrator for the Program, the M-BCG desires to obtain assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

ARTICLE III **UNIFORM GUIDANCE INFORMATION**

Macon-Bibb County will use the following information to provide a reference to the PY23 (July 1, 2023-June 30, 2024) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provides certain elements to be included in contracts for recipients of federal grant awards acting as pass-through entities.

Federal Award:

Community Development Block Grant-CV

Subrecipient Name:

Family Advancement Ministries, Inc

UEI Number:

J8RMY8GLZKN

Federal Award Identification Number:

B-20-MW-13-0005

Federal Award Date:

September 1, 2020

Subaward period of performance start and end date:

January 1, 2024 – December 31, 2024

Federal Funds Obligated:

\$25,000.00

Project Description:

Provide eligible families with daycare assistance to families who have been affected by COVID-19 and are returning to the workforce.

Federal Awarding Agency/Pass-Through Entity:

Housing and Urban Development (Federal)

Macon-Bibb County, Economic, and Community Development Department (Pass through entity)

688 Walnut Street, Suite 101

Macon, GA 31201

CFDA Name and Number:

Community Development Block Grants/Entitlement Grants; 14.218

Research and Development:

No

Provision:

OMB OMNI Circular Subpart E-Cost principles provide for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. Facilities” is defined as depreciation on

buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. “Administration” is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of “Facilities”.

Pursuant to HUD regulations, the Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

ARTICLE IV
PROJECT

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **TWENTY-FIVE THOUSAND DOLLARS AND 00/100 CENTS (\$25,000.00)** (hereinafter the "Grant") to implement the following project (s): “**FAM Childcare PY2024 CDBG-CV program.**” Support for parents to engage in the workforce and protect their children by providing childcare. Said project(s) are more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

ARTICLE V
NOTICES

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street
Macon, Georgia 31201

With copy to: Economic and Community Development Department
Attention: Wanzina Jackson, Director
688 Walnut Street, Suite 101
Macon, Georgia 31201

Phone: 478-751-7190
Facsimile: 478-910-2347

If to Sub-grantee Family Advancement Ministries
Attention: Gwendolyn Rolfes, Executive Director
538 Orange Street
Macon, GA 31201
Phone: 478-746-9803
Facsimile: 478-745-0847

ARTICLE VI **GENERAL CONDITIONS**

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG-CV)) including subpart K of these regulations, except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

C. Hold Harmless

The Sub-grantee shall hold harmless, defend and indemnify the M-BCG from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to

theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or CFR part 200.325 and 2 CFR part 200 subpart D, Bonding and Insurance.

F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line item changes to the Sub-grantee's budget as long as such changes do not increase the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or a schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- (a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;

- (b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;
- (c) Ineffective or improper use of funds provided under this Agreement; or
- (d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

ARTICLE VII

ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 24 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-grantee shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost -Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a) Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b) Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflect all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c) All Grant funds disbursed through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event, the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another CDBG-CV eligible project, the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (a) Records providing a full description of each activity undertaken;
- (b) Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG-CV program;
- (c) Records required to determine the eligibility of activities;
- (d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG-CV program;
- (e) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and
- (f) Other records necessary to document compliance with 2 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials,

equipment, unspent cash advances, program income balances, and accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over CDBG funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another CDBG-CV eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F – Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG-CV funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

(i) In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

(a) Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.

- (b) The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.
- (c) Timesheets shall be submitted as backup documentation for salary reimbursement.
- (d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts or other documentation evidencing funds expended by Sub-grantee.
- (e) The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.
- (ii) Upon receiving the invoices, reports and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State and local laws and regulations.
- (iii) The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.
- (iv) The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with the advance funds and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the form (Exhibits B, C, and C, part II) and content as required by the M-BCG by the 15th of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy throughout the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with the current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

- (a) All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform

Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b) Sub-grantee shall make positive efforts to utilize small business and minority-owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any CDBG-CV funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:

(a) Transferred to the M-BCG for the CDBG-CV program, or

(b) Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII **PERSONNEL & PARTICIPANT CONDITIONS**

A. Civil Rights

1. Compliance

(a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such a program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one

(51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed

or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a) Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b) Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e) Employee Verification

(1) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200, 317-318 and 576.404, which include (but are not limited to) the following:

(a) The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

(b) No employee, officer or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c) No covered persons who exercise or have exercised any functions or responsibilities with

respect to CDBG-CV assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-CV assisted activity, or with respect to the proceeds from the CDBG-CV assisted activity, either for themselves or those with whom they have business or immediate family ties,

during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected

or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

5. Lobbying

The Sub-grantee hereby certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

ARTICLE IX
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI
WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that the venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

(Signatures on following page)

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

MACON-BIBB COUNTY

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

Lester M. Miller, Mayor

Date

ATTEST:

ECONOMIC AND COMMUNITY
DEVELOPMENT DEPARTMENT

Witness

Wanzina Jackson, Director

Date

ATTEST:

FAMILY ADVANCEMENT MINISTRIES,
INC.

Witness

by: Gwendolyn Rolfes, Executive Director

Date

EXHIBIT "A"

SCOPE OF SERVICES AND TIMETABLE

The Subgrantee will be responsible for administering the **Family Advancements Ministries, Inc (Childcare) in Macon-Bibb County PY2024 CDBG-CV Program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

I. SCOPE OF SERVICES

A. Activity

DESCRIPTION OF ACTIVITY

Family Advancement Ministries (FAM) will provide eligible families with childcare assistance while the parent is working or attending school. This subsidy will cover the cost of childcare for children until the GA CAPS program begins its subsidy. This is for families affected by COVID-19 and returning to the workforce with job loss or reduction of hours.

Administration costs include the percentage of time our case worker spends on activities for this grant including interviews, required documentation, and follow-up.

IMPLEMENTATION PLANS

General Administration

To start within FAM's program, a parent or legal guardian should contact our offices. The family will be assigned to our case manager who will explain our processes and required documentation. Once it has been established that the parent is or has returned to the workforce and provides a statement regarding COVID and all required documentation received, we will contact the childcare (chosen by the parent) and establish the costs of childcare for each child and any registration or deposits required.

Once all these requirements are met, payments for the agreed amount(s) are sent directly to the childcare provider. Once GA CAPS payments are received by the childcare provider, FAM will cease all payments.

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES

Family Advancement Ministries, Direct Service manager, Kyla Isom, is responsible for the implementation of this program, and a portion of her salary is funded by the CDBG-CV grant. Her responsibilities include the collection of client documents and the determination of eligibility within this program. Ms. Isom will also interview each client and assess the family additional needs as they transition into the workforce.

All financial considerations are finalized by the Chief Financial Officer, David Bearchell, and the Executive Director, Gigi Rolfes. These positions are not funded by the CDBG-CV grant.

B. National Objectives

The Subgrantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.

C. Levels of Accomplishment - Goals and Performance Measures

The Subgrantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
1) Childcare Assistance	4 clients	January 1, 2024 – December 31, 2024	50 individuals will receive an additional 4-6 weeks of childcare assistance.
3) Number of Clients served			50 Individuals

SUBGRANTEE is also responsible for submitting to M-BCG, monthly progress reports, timesheets, participant eligibility forms, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained up to five (5) years after the contract expires.

D. Performance Monitoring

The Subgrantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Subgrantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Subgrantee's compliance with the terms and conditions of this Agreement and comparing the Subgrantee's projected Project schedule, budget, and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Subgrantee shall furnish the Department, M-BCG, or its designee copies of such records and information as the Department or M-BCG deems necessary. In addition, the Subgrantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement and shall prepare such other reports as may be required by the Department, M-BCG, and/or HUD. **All monthly reports shall be submitted to the Department no later than the 15th of the following month.**

M-BCG will monitor the performance of the Subgrantee against goals and performance standards as stated above. Substandard performance as determined by M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subgrantee within a reasonable period of time after being notified by M-BCG, contract suspension or termination procedures will be initiated.

E. Macon-Bibb County Recognition

The Subgrantee shall ensure recognition of the role of M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subgrantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

Services of the Subgrantee shall start on **January 1, 2024 – December 31, 2024**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subgrantee remains in control of CDBG-CV funds or other CDBG-CV assets, including program income.

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Childcare Subsidies	\$20,000.00
Support Staff (\$24.15/hr.)	\$ 5,000.00
TOTAL	\$25,000.00

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$25,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least five (5) years after the Contract expires.

EXHIBIT "B"
PROGRAM REQUIREMENTS

Sub-grantee shall operate this project funded through the M-BCG's Community Development Block Grant Coronavirus Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

- (a) Voucher System: All supporting documentation, such as purchase order, invoices, receiving reports, and requisitions
- (b) Books of Original Entry: Cash receipts and disbursements journal, general ledger
- (c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.
- (d) Personnel Records: Separate personnel files shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a

record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.

(e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG-CV funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.

(f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payments of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.

(g) Checking Accounts: Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.

(h) Petty Cash: Sub-grantee is encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG-CV funds are used as petty cash.

(i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.

(j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG-CV funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of the property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least five (5) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials and others who may be authorized to examine such records.



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH BIG BROTHERS BIG SISTERS OF THE HEART OF GA, INC. GRANTING COMMUNITY DEVELOPMENT BLOCK GRANT - CORONAVIRUS (CDBG-CV) FUNDING IN THE AMOUNT OF \$21,694.00 TO PROVIDE MENTORING SERVICES TO AT-RISK YOUTH; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Community Development Block Grant program is administered by the Economic Community Development Department of the Macon-Bibb County Government and funded by an Community Development Block Grant applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, Big Brothers Big Sisters of the Heart of Ga, Inc. (“BBBS”) has applied for Community Development Block Grant – Coronavirus (“CDBG-CV”) funding in the amount of \$21,694.00 from the Macon-Bibb County Economic and Community Development Department; and

WHEREAS, BBBS intends to utilize CDBG-CV funds to provide mentoring services to 20 at-risk youth, who will be matched with a mentor and will receive services in an in-person or virtual environment for several hours each month; and

WHEREAS, BBBS will provide enrichment activities for adults and youth to participate in, including programs that support financial health, job search and career options, mental health, and education support; and

WHEREAS, the Macon-Bibb County Economic and Community Development Department has determined this to be an eligible CDBG-CV activity and has selected BBBS for award of these funds; and

WHEREAS, a copy of the grant award agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an agreement between Macon-Bibb County and Big Brothers Big Sisters of the Heart of Ga, Inc. for the County to provide Community Development Block Grant- Coronavirus funding in the amount of TWENTY-ONE THOUSAND SIX HUNDRED NINETY-FOUR DOLLARS AND 00/100 CENTS (\$21,694.00) to Big Brothers Big Sisters of the Heart of Ga, Inc. to provide mentoring services to at-risk youth in Macon-Bibb County, as indicated in Exhibit A.

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 Authorizing Agreement Big Brothers Big Sisters for CDBG-CV
Funds - \$21,694.00.docx*

EXHIBIT A

AGREEMENT BETWEEN
MACON-BIBB COUNTY GOVERNMENT
ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

AND

BIG BROTHERS BIG SISTERS OF THE HEART OF GA, INC
171 Emery Highway
Macon, GA 31217
Phone (478) 745-3984

PROVIDING FOR
COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS PROJECTS (PY2024)

This Agreement ("Agreement") is made and entered into by Macon-Bibb County, a political subdivision of the State of Georgia, ("M-BCG"), and **Big Brothers Big Sisters** ("Sub-grantee"). This Agreement shall be effective as of the date it is fully executed by both Parties.

The Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020, Public Law 116-136, is a law meant to address the economic fallout of the 2020 coronavirus pandemic (COVID-19) in the United States. The US Department of Housing and Urban Development (HUD) has announced the allocation of funding for Community Development Block Grant Coronavirus (CDBG-CV) grantees based on the fiscal year 2020 grant formula for Macon-Bibb County. **These special funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic to mitigate the impacts of COVID-19.**

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

ARTICLE I
DEFINITIONS AND IDENTIFICATIONS

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Macon-Bibb County Community Development Block Grant Coronavirus (CDBG-CV) Program or "Program"

The term "Macon-Bibb County Community Development Block Grant Coronavirus (CDBG-CV) Program," or "Program" shall mean that the program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant Coronavirus applied for by the M-BCG and awarded by HUD as authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department

The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

Grantee

The term "Grantee" shall mean the M-BCG as Grantee of a Community Development Block Grant Coronavirus awarded by HUD.

HUD

The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Project

The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

Low- and Moderate-Income Household

The term "Low- and Moderate-Income Household" shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person

The term "Low- and Moderate-Income Person" shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Household

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

Duplicated Count

A duplicated count is comprised of several units of service or services provided to one participant.

Unduplicated Count

An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

ARTICLE II
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the "Act") consolidated several existing programs for community development into a single program of Community Development Block Grants Coronavirus (hereinafter "CDBG-CV") for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon through citizen participation workshops, the Mayor, and the M-BCG Commission determined the needs and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG's CDBG-

CV submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

- (a) Activities benefiting low- and moderate-income persons;
- (b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,
- (c) Activities designed to meet community development needs having a particular urgency.

The M-BCG has determined that the Project is a CDBG-CV eligible activity as it addresses one or more of these objectives.

Under the Rules and Regulations of HUD, the M-BCG is administrator for the Program, and is mandated to comply with various statutes, rules and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as administrator for the Program, the M-BCG desires to obtain the assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

ARTICLE III **UNIFORM GUIDANCE INFORMATION**

Macon-Bibb County will use the following information to provide a reference to the PY20 (July 1, 2020-June 30, 2021) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provides certain elements to be included in contracts for recipients of federal grant awards acting as pass-through entities.

Federal Award:

Community Development Block Grant-CV

Subrecipient Name:

Big Brothers Big Sisters

UEI Number:

VLDJHBMTDDD4

Federal Award Identification Number:

B-20-MW-13-0005

Federal Award Date:

September 1, 2020

Subaward period of performance start and end date:

January 1, 2024 – December 31, 2024

Federal Funds Obligated:

\$21,694.00

Project Description:

To provide mentoring services to at-risk youth of Macon-Bibb County. Youth will be matched with a mentor and will take place in a virtual environment for several hours each month until it is safe to meet in person.

Federal Awarding Agency/Pass-Through Entity:

Housing and Urban Development (Federal)
Macon-Bibb County, Economic and Community Development Department (Pass through entity)
688 Walnut Street, Suite 101
Macon, GA 31201

CFDA Name and Number:

Community Development Block Grants/Entitlement Grants; 14.218

Research and Development:

No

Provision:

OMB OMNI Circular Subpart E-Cost principles provide for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories: Facilities and Administration. "Facilities" is defined as depreciation on buildings, equipment, and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities".

Pursuant to HUD regulations, the Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

**ARTICLE IV
PROJECT**

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **TWENTY-ONE THOUSAND SIX HUNDRED NINETY-FOUR DOLLARS AND 00/100 CENTS (\$21,694.00)** (hereinafter the "Grant") to implement the following project (s): "**Big Brothers Big Sisters PY2024 CDBG-CV program.**" To provide mentoring services to at-risk youth of Macon-Bibb County. Youth will be matched with a mentor and will take place in a virtual environment for several hours each month until it is safe to meet in person. Said project(s) are more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

**ARTICLE V
NOTICES**

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County
Attention: Lester M. Miller, Mayor
Government Center

700 Poplar Street
Macon, Georgia 31201

With copy to: Economic and Community Development Department
Attention: Wanzina Jackson, Director
688 Walnut Street, Suite 101
Macon, Georgia 31201
Phone: 478-751-7190
Facsimile: 478-910-2347

If to Sub-grantee: Big Brothers Big Sisters of the Heart of GA, Inc
Attention: Betzy Fitzgerald, Executive Director
171 Emery Hwy
Macon, GA 31217
Phone (478) 745-3984

ARTICLE VI **GENERAL CONDITIONS**

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants Coronavirus (CDBG-CV) including subpart K of these regulations, except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

C. Hold Harmless

The Sub-grantee shall hold harmless, defend, and indemnify the M-BCG from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or CFR part 200.325 and 2 CFR part 200 subpart D, Bonding and Insurance.

F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line-item changes to the Sub-grantee's budget as long as such changes do not increase in the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or a schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- (a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such

statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

(b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;

(c) Ineffective or improper use of funds provided under this Agreement; or

(d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

ARTICLE VII

ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 24 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-grantee shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost -Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a) Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b) Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflects all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c) All Grant funds disbursed through a Community Development Block Grant Coronavirus shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another CDBG-CV eligible project, the Sub-

grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (a) Records providing a full description of each activity undertaken;
- (b) Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG-CV program;
- (c) Records required to determine the eligibility of activities;
- (d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG-CV program;
- (e) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and
- (f) Other records necessary to document compliance with 2 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over CDBG-CV funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another CDBG-CV eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F – Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG-CV funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

(i) In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

(a) Sub-grantee shall submit monthly reports for the Project in the form attached hereto as

(b) Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the

reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.

(b) The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.

(c) Time sheets shall be submitted as backup documentation for salary reimbursement.

(d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts or other documentation evidencing funds expended by Sub-grantee.

(e) The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.

(ii) Upon receiving the invoices, reports and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State, and local laws and regulations.

(iii) The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.

(iv) The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with advance fund and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the form (Exhibits B, C, and C, part II) and content as required by the M-BCG by the 15th of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy through-out the year, within reason. The department

will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets

(unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

(a) All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.

(b) Sub-grantee shall make positive efforts to utilize small business and minority owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any CDBG-CV funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:

(a) Transferred to the M-BCG for the CDBG-CV program, or

(b) Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII
PERSONNEL & AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

(a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a) Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b) Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e) Employee Verification

(1) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200, 317-318 and 576.404, which include (but are not limited to) the following:

- (a) The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- (b) No employee, officer, or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

- (c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-CV-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-CV -assisted activity, or with respect to the proceeds from the CDBG-CV -assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

5. Lobbying

The Sub-grantee hereby certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

ARTICLE IX
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI
WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that the venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

(Signatures on following page)

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

MACON-BIBB COUNTY

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

Lester M. Miller, Mayor

Date

ATTEST:

ECONOMIC AND COMMUNITY
DEVELOPMENT DEPARTMENT

Witness

Wanzina Jackson, Director

Date

ATTEST:

BIG BROTHERS BIG SISTERS OF THE
HEART OF GA. INC

Witness

Betsy Fitzgerald, Executive Director

Date

EXHIBIT "A"

SCOPE OF SERVICES AND TIMETABLE

The Subgrantee will be responsible for administering the **Big Brother Big Sisters Out Heart of Georgia, Mentoring for Change PY24 CDBG-CV program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. These special funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic to mitigate the impacts of COVID-19. Such program will include the following activities eligible under the Community Development Block Grant Coronavirus program:

I. SCOPE OF SERVICES

A. Activity

DESCRIPTION OF ACTIVITY

Big Brothers Big Sisters of the Heart of Georgia ("BBBS") will provide mentoring program services to 20 at-risk youth of Bibb County. Youth will be matched with a mentor, and will take place in a virtual environment for several hours each month until it is safe to meet in person. BBBS will also provide enrichment activities in-person or virtually for adults and youth to participate in, including programs supporting financial health, job search and career options, mental health, and education support. Expanded services will be provided to families due to COVID-19 including additional match support, connecting families to vital services needed due to the pandemic including physical and mental healthcare, food access, and financial assistance.

IMPLEMENTATION PLANS

All of our core mentoring practices align with the standards outlined in the Elements of Effective Practices for Mentoring, including the benchmarks and enhancements outlined in the checklist. Our standards have evolved but have always been followed for over 66 years.

We have addressed each standard below:

Standard 1 – Recruitment: Our recruitment process for mentors and parents/caregivers starts with a candid conversation with one of our customer relations staff that sets expectations for the program, including the benefits, practices, and challenges. We help young people and their parents understand what mentoring is and what they can expect from a mentoring relationship. Written statements outline eligibility requirements for mentors and mentees in the program.

Standard 2 – Screening: Safety is a top priority. Mentor screening begins with an application to the program and a comprehensive criminal background check including searching national and local criminal records databases along with sex offender and child abuse registries. We conduct a reference check with three references, including personal and professional contacts. If the reference checks and references are satisfactory, we complete an in-depth, face-to-face interview with the mentor. The mentor agrees to a one-year minimum commitment (12 months for our community-based program, school year for school-based). The parent/guardian agrees to participate in enrichment activities provided by the agency or agency partners.

Standard 3 – Training: Mentor training includes a minimum of two hours of in-person or online, pre-match training that includes the following topics:

- Program rules

- Mentor's goals and expectations for the mentor/mentee relationship
- Mentor's obligations and appropriate roles
- Relationship development and maintenance
- Ethical issues that may arise related to the mentoring relationship
- Effective closure of the mentoring relationship
- How to access the support available to all mentors

The program provides evidence-based training materials to use for the sessions, and additional pre-match training opportunities are offered beyond the two hour, in-person requirement. The program addresses the following developmental topics in the training:

- Youth development process
- Cultural, gender, and economic issues
- Opportunities and challenges associated with mentoring youth involved with juvenile justice

The program also uses the training to continue to screen mentors for suitability and develops techniques for early troubleshooting should problems be identified. Ongoing training, as identified by monthly match support contacts, is provided to volunteers, youth, and parents/guardians as needed.

For mentees and their parent/guardian(s), we provide an introductory orientation to train on the following topics:

- Program guidelines
- Mentor's obligations and appropriate roles
- Mentees' obligations and appropriate roles
- Parent/guardian involvement guidelines

We utilize a signed match agreement to make sure all parties understand their roles.

Standard 4 – Matching: BBBS assesses a number of factors including the aims/goals of the specific program, and the characteristics of the mentor and mentee. For example, we look at interests, proximity, availability, age, gender, race, ethnicity, personality and expressed preferences of mentor, mentee, and parent/guardian, when making matches. We conduct an initial match meeting with BBBS program staff in attendance, to introduce the participants, review the “ground rules,” discuss and develop a Youth Outcomes Development Plan (YODP), and celebrate the new mentoring relationship.

Standard 5 – Monitoring and Support: BBBS program staff contact the mentor, mentee, and parent/guardian at least twice the first month, and a minimum of once a month, every month thereafter. This contact allows us to document information about each mentor-mentee contact, including, at a minimum, the date, length, and nature of contact. BBBS staff provides mentors with expert advice during these conversations. Web-based resources, mentor support groups, and social service referrals to help mentors negotiate challenges in the mentoring relationships as they arise. We follow evidence-based protocol to elicit more in-depth assessment from the mentor and mentee about their relationship while using scientifically tested relationship assessment tools developed by Big Brothers Big Sisters of America.

Our agency will also provide one or more opportunities per year for post-match mentor training as well as group activities for the mentors and their mentees. We offer information about activities that matches may wish to participate in together and provide donated tickets for activities. We also thank mentors and partners annually, recognizing their contributions during the year.

Standard 6 – Closure: BBBS has procedures in place to manage anticipated and unanticipated closures, including a system for a mentor or mentee rematch, when appropriate. We conduct and document exit interviews with mentors and mentees. We encourage all matches that are on track to continue in the program. We have a written statement outlining terms of match closure and policies for mentor/mentee contact after a match ends.

Due to COVID-19, program delivery will be revised to ensure the safety of our youth, mentors, and their families. We will follow all CDC and government guidelines. Match meetings, events, interviews, training and other program activities will take place in a virtual environment until it is safe to meet in person. BBBS will provide masks to staff, volunteers and youth as needed and ensure the cleanliness of our office and event locations following provided CDC and government guidelines.

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES

The Director of Programs, Jackie Curtis, will oversee project implementation. This position will be responsible for quality assurance and staff supervision.

The President & CEO, Betsy Fitzgerald, will oversee the overall operations of the program, data collection, and reporting. In addition, she will play a key role in volunteer and partner cultivation and recruitment while expanding agency funding. The Director of Programs will set goals and recruitment targets for program staff. She will also be responsible for oversight of all finance, accounting, and financial reporting activities. She will ensure the agency has the systems and procedures in place to support effective program implementation and conduct flawless audits. She will work closely with program members, not only to educate them regarding finance and accounting procedures but also to explore how the finance function can support program operations. She will ensure that the program implementation and program audits are completed correctly.

Our Mentoring Relationship Specialists will support this project. Although each specialist will provide customer service, each will provide additional services based on their job focus including recruitment, mentor and child enrollment, training, match support, and family and match engagement activities.

Program quality is ensured by hiring staff holding at least a Bachelors Degree in related fields including social work, counseling, or education. An exception may be made if an employee demonstrates significant equivalent work experience. The Director of Programs and President & CEO collectively have over 40 years of nonprofit experience, including serving disadvantaged children, and serve as a foundation for training and support to ensure adherence to grant requirements.

B. National Objectives

The Sub-grantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.

C. Levels of Accomplishment - Goals and Performance Measures

The Sub-grantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
1) Mentoring Services	4-12 hours each month	January 1, 2024 – December 31, 2024	Availability and accessibility of services to low income families. Services are at no-cost 100% of our families and volunteers. Services support and enhance existing social supports, creating strong individuals, families, and communities. 80% of program youth improve their attitudes towards risky behaviors including using tobacco, drugs, drinking, skipping school, hitting someone, and breaking rules in school. 80% of youth in the program will avoid any new involvement with the juvenile justice system.
2) Youth and Adult Enrichment Activities	Up to 2 per month	January 1, 2024 – December 31, 2024	Availability and accessibility of services to low-income families. Services are at no cost 100% of our families and volunteers. Services support and enhance existing social supports, creating strong individuals, families, and communities. 80% of program youth improve their attitudes towards risky behaviors including using tobacco, drugs, drinking, skipping school, hitting someone, and breaking rules in school.

			80% of youth in the program will avoid any new involvement with the juvenile justice system.
3) Proposed to Serve			20 Individuals

SUB-GRANTEE is also responsible for submitting monthly progress reports, timesheets, participant eligibility forms, and any other documentation deemed necessary to the M-BCG monitoring official during the funding cycle. These records shall be retained at least five (5) years after the contract expires.

D. Performance Monitoring

The Sub-grantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Sub-grantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Sub-grantee's compliance with the terms and conditions of this Agreement and comparing the Sub-grantee's projected Project schedule, budget, and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Sub-grantee shall furnish the Department, the M-BCG, or its designee copies of such records and information as the Department or the M-BCG deems necessary. In addition, the Sub-grantee shall submit monthly progress reports as required by Section 7-C.3 of this Agreement and shall prepare such other reports as may be required by the Department, the M-BCG and/or HUD. **All monthly reports shall be submitted to the Department no later than the 15th of the following month.**

The M-BCG will monitor the performance of the Sub-grantee against goals and performance standards as stated above. Substandard performance as determined by the M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-grantee within a reasonable period of time after being notified by the M-BCG, contract suspension or termination procedures will be initiated.

E. The Macon-Bibb County Government's Recognition

The Sub-grantee shall insure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

Services of the Sub-grantee shall start on **January 1, 2024 – December 31, 2024**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-grantee remains in control of CDBG-CV funds or other CDBG-CV assets, including program income.

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Personnel Services \$19.23/hr.	\$ 7,000.00
Mentoring Relationship Specialist \$16/hr.	\$ 4,000.00
Deep Cleaning and Office Sanitation	\$ 3,000.00
Quality Assurance Service for Program	\$ 414.00
Youth/Mentor Recruitment Advertising	\$ 4,000.00
Match Recruitment Events	\$ 750.00
Match and Family Activities	\$ 750.00
General Office Supplies	\$ 30.00
Criminal Background Checks \$47.50 each	\$ 850.00
Matchforce/Mentoring	\$ 300.00
Safety Supplies (sanitation; cleaning)	\$ 600.00
TOTAL	\$21,694.00

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$21,694.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least five (5) years after the Contract expires.

EXHIBIT "B"
PROGRAM REQUIREMENTS

Sub-grantee shall operate this project funded through the M-BCG's Community Development Block Grant Coronavirus Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

- (a) Voucher System: All supporting documentation, such as purchase order, invoices, receiving reports, and requisitions
- (b) Books of Original Entry: Cash receipts and disbursements journal, general ledger
- (c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.

(d) Personnel Records: Separate personnel file shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a

record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.

(e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG-CV funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.

(f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payment of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.

(g) Checking Accounts: Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, cancelled checks, and deposit slips must be readily available for audit purposes.

(h) Petty Cash: Sub-grantee is encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG-CV funds are used as petty cash.

(i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.

(j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG-CV funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least five (5) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials and others who may be authorized to examine such records.



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MOTHER’S NEST, INC. GRANTING COMMUNITY DEVELOPMENT BLOCK GRANT - CORONAVIRUS (CDBG-CV) FUNDING IN THE AMOUNT OF \$10,000.00 TO PROVIDE ASSISTANCE TO NEW AND EXPECTING MOTHERS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Community Development Block Grant program is administered by the Economic Community Development Department of the Macon-Bibb County Government and funded by an Community Development Block Grant applied for by Macon-Bibb County and awarded by the U.S. Department of Housing and Urban Development; and

WHEREAS, Mother’s Nest, Inc. has applied for Community Development Block Grant – Coronavirus (“CDBG-CV”) funding in the amount of \$10,00.00 from the Macon-Bibb County Economic and Community Development Department; and

WHEREAS, Mother’s Nest, Inc. intends to utilize CDBG-CV funds to provide programs to help new and expecting mothers properly care for their children and prevent child neglect; and

WHEREAS, the Macon-Bibb County Economic and Community Development Department has determined this to be an eligible CDBG-CV activity and has selected Mother’s Nest, Inc. for award of these funds; and

WHEREAS, a copy of the grant award agreement has been attached hereto as Exhibit A for review and reference purposes, and is incorporated herein by reference; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an agreement between Macon-Bibb County and Mother's Nest, Inc. for the County to provide Community Development Block Grant - Coronavirus funding in the amount of TEN THOUSAND DOLLARS AND 00/100 CENTS (\$10,000.00) to Mother's Nest, Inc. to provide programs to help new and expecting mothers properly care for their children and prevent child neglect, as indicated in Exhibit A.

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 Authorizing Agreement Mother's Nest, Inc for CDBG-CV Funds - \$10,000.00.docx

EXHIBIT A

**AGREEMENT BETWEEN
MACON-BIBB COUNTY GOVERNMENT
AND
MOTHER'S NEST, INC.
1064 PIO NONO AVE
Macon, GA 31204
Phone 478-228-5562**

**PROVIDING FOR
COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS PROJECTS (PY2024)**

This Agreement ("Agreement") is made and entered into by Macon-Bibb County, a political subdivision of the State of Georgia, ("M-BCG"), and **Mother's Nest, Inc.**, ("Sub-grantee"). This Agreement shall be effective as of the date it is fully executed by both Parties.

The Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020, Public Law 116-136, is a law meant to address the economic fallout of the 2020 coronavirus pandemic (COVID-19) in the United States. The US Department of Housing and Urban Development (HUD) has announced the allocation of funding for Community Development Block Grant Coronavirus (CDBG-CV) grantees based on the fiscal year 2020 grant formula for Macon-Bibb County. **These special funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic to mitigate the impacts of COVID-19.**

NOW THEREFORE in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The M-BCG and Sub-grantee hereby agree as follows:

**ARTICLE I
DEFINITIONS AND IDENTIFICATIONS**

Unless the context otherwise requires, the capitalized terms used herein and not otherwise defined shall have the meaning assigned to them in this Article I.

Macon-Bibb County Community Development Block Grant Coronavirus (CDBG-CV) Program or "Program"

The term "Macon-Bibb County Community Development Block Grant Coronavirus (CDBG-CV) Program," or "Program" shall mean that program administered by the Economic and Community Development Department of the Macon-Bibb County Government and funded by a Community Development Block Grant applied for by the M-BCG and awarded by HUD as authorized pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department

The term "Department" shall mean the Economic and Community Development Department of the M-BCG.

Grantee

The term "Grantee" shall mean the M-BCG as Grantee of a Community Development Block Grant awarded by HUD.

HUD

The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Project

The term "Project" shall mean the project or projects set forth in Article III hereto entitled "Scope of Services and Timetable."

Low- and Moderate-Income Household

The term "Low- and Moderate-Income Household" shall mean a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and Moderate-Income Person

The term "Low- and Moderate-Income Person" shall mean a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Household

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

Duplicated Count

A duplicated count is comprised of several units of service or services provided to one participant.

Unduplicated Count

An unduplicated count is defined as tracking each participant once for the entire program year. No participant is to be counted more than once for reporting purposes within a program year.

ARTICLE II
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the "Act") consolidated several existing programs for community development into a single program of Community Development Block Grants (hereinafter "CDBG-CV") for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Macon through citizen participation workshops, the Mayor, and the M-BCG Commission determined the needs and priorities of community development in the M-BCG.

Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the M-BCG's CDBG-CV submission to HUD, referred to as the Annual Plan. The M-BCG determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

- (a) Activities benefiting low- and moderate-income persons;
- (b) Activities which aid in the prevention or elimination of slum and/or blight; and/or,

- (c) Activities designed to meet community development needs having a particular urgency.

The M-BCG has determined that the Project is a CDBG-CV eligible activity as it addresses one or more of these objectives.

Under the Rules and Regulations of HUD, the M-BCG is the administrator for the Program and is mandated to comply with various statutes, rules, and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside within Macon-Bibb County.

The M-BCG is desirous of disbursing the funds to the Sub-grantee for use in the Project. However, as the administrator for the Program, the M-BCG desires to obtain assurance from the Sub-grantee, and Sub-grantee so assures the M-BCG, that the Sub-grantee will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the M-BCG relating to the Project and the Program, as a condition precedent to the release of such funds to the Sub-grantee.

ARTICLE III **UNIFORM GUIDANCE INFORMATION**

Macon-Bibb County will use the following information to provide a reference to the PY23 (July 1, 2023-June 30, 2024) sub-award contract to the aforementioned agency regarding new elements required for disclosure by the U.S. Office of Management and Budget (OMB) presented in the Omni-Circular. The update known as the Uniform Guidance; 2 CFR 200.331, provides certain elements to be included in contracts for recipients of federal grant awards acting as pass-through entities.

Federal Award:

Community Development Block Grant-CV

Subrecipient Name:

Mother's Nest, Inc

UEI Number:

CBXWS97P7VT1

Federal Award Identification Number:

B-20-MW-13-0005

Federal Award Date:

September 1, 2020

Subaward period of performance start and end date:

January 1, 2024 – December 31, 2024

Federal Funds Obligated:

\$10,000.00

Project Description:

Provided programs to help new and expecting mothers properly care for their children and prevent child neglect.

Federal Awarding Agency/Pass-Through Entity:

Housing and Urban Development (Federal)

Macon-Bibb County, Economic and Community Development Department (Pass through entity)

688 Walnut Street, Suite 101

Macon, GA 31201

CFDA Name and Number:

Community Development Block Grants/Entitlement Grants; 14.218

Research and Development:

No

Provision:

OMB OMNI Circular Subpart E-Cost principles provide for consistent and transparent treatment of cost both direct and indirect. Indirect costs according to CFR 2A Part 200.414 are classified into two broad categories of: Facilities and Administration. Facilities” is defined as depreciation on

buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. “Administration” is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of “Facilities”.

Pursuant to HUD regulations, the Macon-Bibb County Government recognizes an approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient (in compliance with this part), or a 10% de minimis indirect cost rate.

ARTICLE IV
PROJECT

The M-BCG agrees to reimburse the Sub-grantee in an amount not to exceed **TEN THOUSAND DOLLARS AND 00/100 CENTS (\$10,000.00)** (hereinafter the "Grant") to implement the following project (s): **“Mother’s Nest, Inc PY2024 CDBG-CV program.” Provide programs to help new mothers properly care for their children and prevent child neglect.** Said project(s) are more fully set forth in Exhibit "A" attached hereto and incorporated by reference.

ARTICLE V
NOTICES

Sub-grantee and the M-BCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to M-BCG: Macon-Bibb County
Attention: Lester M. Miller, Mayor
Government Center
700 Poplar Street
Macon, Georgia 31201

With copy to: Economic and Community Development Department
Attention: Wanzina Jackson, Director
688 Walnut Street, Suite 101
Macon, Georgia 31201
Phone: 478-751-7190
Facsimile: 478-910-2347

If to Sub-grantee Mother's Nest, Inc
Attention: Sabrina Friday, Executive Director
1064 Pio Nono Ave
Macon, GA 31204
Phone: 478-228-5562

ARTICLE VI **GENERAL CONDITIONS**

A. General Compliance

The Sub-grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG-CV)) including subpart K of these regulations, except that (1) the Sub-grantee does not assume the M-BCG's environmental responsibilities and (2) the Sub-grantee does not assume the M-BCG's responsibility for initiating the review process. The Sub-grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The M-BCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-grantee is an independent contractor.

C. Hold Harmless

The Sub-grantee shall hold harmless, defend and indemnify the M-BCG from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-grantee's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-grantee shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the M-BCG.

The Sub-grantee shall comply with the bonding and insurance requirements of 2 CFR part 200 or CFR part 200.325 and 2 CFR part 200 subpart D, Bonding and Insurance.

F. The Macon-Bibb County Government's Recognition

The Sub-grantee shall ensure recognition of the role of the M-BCG in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The M-BCG or Sub-grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the M-BCG's governing body only if such changes increase in the grant amount set forth in Section 3.1. Such amendments shall not invalidate this Agreement, nor relieve or release the M-BCG or Sub-grantee from its obligations under this Agreement.

It is further understood that the M-BCG, as Grantee, is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Sub-grantee. In the event that the M-BCG approves any modification, amendment, or alteration to the funding allocation, the Sub-grantee shall be notified pursuant to Article IV and such notification shall constitute an official amendment to this Agreement.

It is further agreed that the Sub-grantee will submit to the M-BCG within thirty- (30) days of the completion of each Project a complete financial accounting of all its project activities.

The Department's Director shall be authorized to approve line item changes to the Sub-grantee's budget as long as such changes do not increase the grant amount set forth in Section 3.1.

The M-BCG may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or a schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the M-BCG and Sub-grantee.

H. Suspension or Termination

In accordance with 2 CFR Part 200.338, the M-BCG may suspend or terminate this Agreement if the Sub-grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- (a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;
- (b) Failure, for any reason, of the Sub-grantee to fulfill in a timely and proper manner its obligations under this Agreement;
- (c) Ineffective or improper use of funds provided under this Agreement; or
- (d) Submission by the Sub-grantee to the M-BCG reports that are incorrect or incomplete in any

material respect.

In accordance with 2 CFR Part 200.339, this Agreement may also be terminated for convenience by either the M-BCG or the Sub-grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the M-BCG determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the M-BCG may terminate the award in its entirety.

ARTICLE VII

ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-grantee agrees to comply with 24 CFR Part 200.302-303 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-grantee shall administer its program in conformance with 2 CFR Part 200, Subpart E, "Cost -Profit Organizations." These principles shall be applied for all costs incurred whether charged on a direct basis.

(a) Sub-grantee gives the M-BCG, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(b) Sub-grantee agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflect all expenditures of Grant funds provided by the M-BCG under this Agreement.

(c) All Grant funds disbursed through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub-grantee shall comply with any conditions and timetables set forth in this Agreement. In the event, the Sub-grantee does not comply with the conditions and timetables, or if the Sub-grantee ceases to exist or provide the services for which the Grant was made, the Sub-grantee will not carry out another CDBG-CV eligible project, the Sub-grantee shall be in default. In the event of default, the M-BCG may exercise any rights or remedies provided in this Agreement or in that security agreement executed simultaneously herewith.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-grantee shall maintain all records required by the Federal regulations specified in 24 CFR 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

(a) Records providing a full description of each activity undertaken;

- (b) Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG-CV program;
- (c) Records required to determine the eligibility of activities;
- (d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG-CV program;
- (e) Financial records as required by 24 CFR 570.502, and 2 CFR Part 200.302 to 2 CFR 200 Subpart F; and
- (f) Other records necessary to document compliance with 2 CFR Part 576.

2. Retention

The Sub-grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the M-BCG's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the M-BCG monitors or their designees for review upon request.

4. Disclosure

The Sub-grantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the M-BCG's or Sub-grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub-grantee's obligation to the M-BCG shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the M-BCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Sub-grantee has control over CDBG funds, including program income.

Any Grant funds remaining at the end of the contract period shall be returned to the M-BCG, and the M-BCG may in its discretion reprogram the funds to another CDBG-CV eligible project.

6. Audits & Inspections

All Sub-grantee records with respect to any matters covered by this Agreement shall be made available to the M-BCG, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-grantee within 30 days after receipt by the Sub-grantee. Failure of the Sub-grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-grantee hereby agrees to have an annual agency audit conducted in accordance with current M-BCG policy concerning Sub-grantee audits and 2 CFR Part 200, Subpart F – Uniform Guidance, as applicable.

C. Reporting and Payment Procedures

1. Program Income

The Sub-grantee shall report "monthly" all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG-CV funds made available under this contract. The use of program income by the Sub-grantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the M-BCG at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the M-BCG.

2. Invoicing and Payment Procedures

(i) In order to obtain reimbursement from the M-BCG in connection with the Project, Sub-grantee shall provide the following information:

(a) Sub-grantee shall submit monthly reports for the Project in the form attached hereto as Exhibit "C" and Exhibit "C, part II," detailing the project accomplishments for the reporting period, and the number of participants broken down by income, ethnicity, race, sex, disability, and female head of household. In addition, for each Program participant, once, and once only during the term of this contract, the Sub-grantee shall complete a Participant Eligibility report in the form attached hereto as Exhibit "B" and shall submit such forms with its monthly progress report.

(b) The Sub-grantee shall submit reimbursement requests in the form attached hereto as Exhibit "D" detailing the amount of funds expended.

(c) Timesheets shall be submitted as backup documentation for salary reimbursement.

(d) Request for reimbursement by Sub-grantee shall be accompanied by invoices, canceled checks, receipts or other documentation evidencing funds expended by Sub-grantee.

- (e) The M-BCG agrees to reimburse costs allowable under Federal, State and Local guidelines.
- (ii) Upon receiving the invoices, reports and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State and local laws and regulations.
- (iii) The Department shall authorize the M-BCG's Finance Department to reimburse the Sub-grantee for all costs it determines are eligible for reimbursement, pursuant to the audit.
- (iv) The M-BCG will pay to the Sub-grantee funds available under this Agreement based upon information submitted by the Sub-grantee and consistent with any approved budget and the M-BCG policy concerning payments. Reimbursements will be made for eligible expenses actually incurred by the Sub-grantee. Payments will be adjusted by the M-BCG in accordance with the advance funds and program income balances available in Sub-grantee accounts. In addition, the M-BCG reserves the right to liquidate funds available under this contract for costs incurred by the M-BCG on behalf of the Sub-grantee.

3. Progress Reports

The Sub-grantee shall submit monthly Progress Reports to the M-BCG in the form (Exhibits B, C, and C, part II) and content as required by the M-BCG by the 15th of each following month, or as agreed upon electronically or in writing by the department and Sub-grantee. Additions to or updated versions of these and other required forms may be provided to the Sub-grantee by the department via email or in hard copy throughout the year, within reason. The department will give Sub-grantees advance notice of any significant changes in documentation or reporting requirements.

D. Procurement

1. Compliance

The Sub-grantee shall comply with the current M-BCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the M-BCG upon termination of this Agreement.

- (a) All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the Cost Principles for Non-Profit Organizations. See Uniform Guidance, 2 CFR Part 200 and 215. The M-BCG will provide copies to the Sub-grantee.
- (b) Sub-grantee shall make positive efforts to utilize small business and minority-owned business sources, as well as women-owned businesses, for supplies and services.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200, Subpart D.

3. Travel

The Sub-grantee shall obtain written approval from the M-BCG for any travel outside of Macon-Bibb County with funds provided under this Agreement.

4. Security

Sub-grantee's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the Grant funds, as well as all proceeds, products, rents, royalties, issues and profits thereof. Sub-grantee shall execute a separate security agreement setting forth the rights and remedies of the M-BCG with respect to any tangible personal property purchased with the Grant funds. The occurrence of any event of default hereunder, or the suspension of payment pursuant to Article XI hereof shall constitute an event of default under the terms of said security agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-grantee shall transfer to the M-BCG any CDBG-CV funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-grantee for activities under this Agreement shall be:
 - (a) Transferred to the M-BCG for the CDBG-CV program, or
 - (b) Retained after compensating the M-BCG for an amount equal to the current fair market.

ARTICLE VIII

PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

- (a) The Sub-grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination

Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

(b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-grantee agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub-grantee will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

2. Nondiscrimination

The Sub-grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 576.407, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (HCDA) are still applicable.

3. Section 504

The Sub-grantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The M-BCG shall provide the Sub-grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub-grantee agrees that it shall be committed to carry out pursuant to the M-BCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The M-BCG shall provide Affirmative Action guidelines to the Sub-grantee to assist in the formulation of such a program. The Sub-grantee shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-grantee will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one

(51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed

or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-grantee may

rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-grantee shall furnish and cause each of its own sub-grantees or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the M-BCG, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-grantee; state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

The Sub-grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

D. Conduct

1. Assignability

The Sub-grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the M-BCG thereto; provided, however, that claims for money due or to become due to the Sub-grantee from the M-BCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the M-BCG.

2. Subcontracts

(a) Approvals

The Sub-grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the M-BCG prior to the execution of such agreement.

(b) Monitoring

The Sub-grantee will monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(c) Content

The Sub-grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(d) Selection Process

The Sub-grantee shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the M-BCG along with documentation concerning the selection process.

(e) Employee Verification

(1) Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "E" shall be executed and adhered to by Sub-grantee.

(2) Compliance with 8 U.S.C. §1621, the Federal Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement. In connection therewith and as a condition of the M-BCG entering into this Agreement, the affidavit attached hereto as Exhibit "F" shall be executed and adhered to by Sub-grantee.

3. Hatch Act

The Sub-grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-grantee agrees to abide by the provisions of 2 CFR Part 200, 317-318 and 576.404, which include (but are not limited to) the following:

(a) The Sub-grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

(b) No employee, officer or agent of the Sub-grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

(c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-CV assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-CV assisted activity, or with respect to the proceeds from the CDBG-CV assisted activity, either for themselves or those with whom they have business or immediate family ties,

during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected

or appointed official of the M-BCG, the Sub-grantee, or any designated public agency.

5. Lobbying

The Sub-grantee hereby certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-grantees shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the M-BCG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub-grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 576.406, such as worship, religious instruction, or proselytization.

ARTICLE IX

SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE X
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE XI
WAIVER

The M-BCG's failure to act with respect to a breach by the Sub-grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the M-BCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE XII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the M-BCG and the Sub-grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the M-BCG and the Sub-grantee with respect to this Agreement.

ARTICLE XIII
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that the venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in Bibb County, Georgia.

(Signatures on following page)

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ATTEST:

MACON-BIBB COUNTY

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

Lester M. Miller, Mayor

Date

ATTEST:

ECONOMIC AND COMMUNITY
DEVELOPMENT DEPARTMENT

Witness

Wanzina Jackson, Director

Date

ATTEST:

MOTHER'S NEST, INC

Witness

by: Sabrina Friday, Executive Director

Date

EXHIBIT "A"

SCOPE OF SERVICES AND TIMETABLE

The Subgrantee will be responsible for administering the **Mother's Nest, Inc., in Macon-Bibb County PY2024 CDBG-CV Program** in a manner satisfactory to M-BCG and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

I. SCOPE OF SERVICES

A. Activity

DESCRIPTION OF ACTIVITY

Mother's Nest, Inc., will provide programs to help young expecting mothers and new mothers reduce stressors in their lives, and coping mechanisms to prevent Maternal Mortality. Young low-income mothers in Macon-Bibb who lack proper parenting skills, depression, diabetes, stress, and life problems correlate to the Maternal Mortality rate. The young mothers will receive baby items such as cribs, strollers, wipes, and other baby essential items, along with resource materials on how to reduce stress.

IMPLEMENTATION PLANS

General Administration

The program will provide young mothers with up close and personal care, resources, breastfeeding material, baby essential items, and efficient patient assessments, which are needed in the community to satisfy the need for improvement in Maternal Mortality Rate.

Currently, mothers within Mother's Nest, Inc, seeking assistance are single mothers, unemployed, and lacking educational and parenting training. Research shows there is a high level of Maternal Mortality rate in the State of GA from this demographic of mothers which could have been avoided with early detection and having preventive measures in place to educate them on the importance of early prenatal visits.

DESCRIPTION OF RELEVANT PERSONNEL/ ADMINISTRATIVE PROCESSES

Sabrina Friday, Executive Director, will be responsible for all projects.

B. National Objectives

The Subgrantee certifies that the activity carried out under this Agreement will meet the National Objective: benefit low- and moderate-income persons.

C. Levels of Accomplishment - Goals and Performance Measures

The Subgrantee agrees to provide the following levels of program services:

Activity	Units Per Month	Projected Schedule	Projected Outcome
1) Baby Cribs	3	January 1, 2024 – December 31, 2024	25 individuals/families will receive baby cribs.
2) Number served			25 individuals/families served

SUBGRANTEE is also responsible for submitting to M-BCG, monthly progress reports, timesheets, participant eligibility forms, and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained up to five (5) years after the contract expires.

D. Performance Monitoring

The Subgrantee agrees that the Department may carry out periodic monitoring activities as determined necessary by the Department. At a minimum, monitoring shall occur annually, and it may occur more frequently if the Department deems it necessary. The Department will provide the Subgrantee with advance notice in writing prior to any monitoring activities. Such monitoring shall consist of evaluating the Subgrantee's compliance with the terms and conditions of this Agreement and comparing the Subgrantee's projected Project schedule, budget, and output with its actual performance. Unscheduled visits may occur in an effort to observe agency activities and/or programs when deemed necessary. Upon request, the Subgrantee shall furnish the Department, M-BCG, or its designee copies of such records and information as the Department or M-BCG deems necessary. In addition, the Subgrantee shall submit monthly progress reports as required by Section 6-C.3 of this Agreement and shall prepare such other reports as may be required by the Department, M-BCG, and/or HUD. **All monthly reports shall be submitted to the Department no later than the 15th of the following month.**

M-BCG will monitor the performance of the Subgrantee against goals and performance standards as stated above. Substandard performance as determined by M-BCG will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subgrantee within a reasonable period of time after being notified by M-BCG, contract suspension or termination procedures will be initiated.

E. Macon-Bibb County Recognition

The Subgrantee shall ensure recognition of the role of M-BCG in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subgrantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

II. TIME OF PERFORMANCE

Services of the Subgrantee shall start on **January 1, 2024 – December 31, 2024**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subgrantee remains in control of CDBG-CV funds or other CDBG-CV assets, including program income.

III. BUDGET

<u>Line Item</u>	<u>Amount</u>
Cribs	\$10,000.00
TOTAL	\$10,000.00

Any amendments to the budget must be in writing and approved by both the M-BCG and the Sub-grantee.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **\$10,000.00**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Sub-grantee's financial management system in accordance with the standards specified in 2 CFR Part 200, Subpart D, 24 CFR 1.6, 24 CFR Part 121.

Sub-grantee is also responsible for submitting to the M-BCG, monthly progress reports, participant eligibility forms, invoices and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained at least five (5) years after the Contract expires.

EXHIBIT "B" **PROGRAM REQUIREMENTS**

Sub-grantee shall operate this project funded through the M-BCG's Community Development Block Grant Coronavirus Program according to the following guidelines:

1. Accounting and related records of Sub-grantee shall comprise the following as a minimum:

- (a) Voucher System: All supporting documentation, such as purchase order, invoices, receiving reports, and requisitions
- (b) Books of Original Entry: Cash receipts and disbursements journal, general ledger
- (c) Chart of Accounts: Listing of accounts must be maintained in the accounting system.
- (d) Personnel Records: Separate personnel files shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
- (e) Attendance Record: Attendance records shall be maintained for all personnel paid with CDBG-CV funds. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.
- (f) Payroll Records: Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payments of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the M-BCG.

(g) Checking Accounts: Monthly bank reconciliation shall be conducted by Sub-grantee. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.

(h) Petty Cash: Sub-grantee is encouraged to use an Imprest system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG-CV funds are used as petty cash.

(i) Purchasing Practices: HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-grantee is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-grantee use a formal pre-numbered purchase order system where possible and applicable.

(j) Inventories: Sub-grantee is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG-CV funds.

(k) Property Records: Sub-grantee is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of the property on hand at the end of the fiscal year.

2. All project's accounting records and supporting documents shall be maintained for a period of at least five (5) years after termination of the M-BCG's award. The records shall be made available to the M-BCG, HUD and/or any of their authorized representatives.

3. Sub-grantee should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the M-BCG's staff, HUD officials and others who may be authorized to examine such records.



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF A HOMELAND SECURITY SUBGRANT FROM THE GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY (GEMA/HS) IN THE AMOUNT OF \$71,471.00, WITH NO LOCAL MATCH REQUIRED, TO BE USED BY THE MACON-BIBB COUNTY FIRE DEPARTMENT FOR PERSONAL PROTECTIVE EQUIPMENT; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Fire Department has been awarded a Homeland Security Subgrant from the Georgia Emergency Management and Homeland Security Agency in the amount of \$71,471.00, with no local match required; and

WHEREAS, the deadline to utilize the grant funds is July 31, 2024; and

WHEREAS, the Macon-Bibb County Fire Department will utilize the funds to purchase personal protective equipment; and

WHEREAS, a copy of the grant award letter and the grant terms and conditions are attached hereto and are incorporated herein; and

WHEREAS, the Macon-Bibb County Commission desires to accept the grant funds on behalf of the Fire Department for the stated purpose; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Macon-Bibb County Commission hereby authorizes the acceptance of the Homeland Security subgrant awarded to the Macon-Bibb County Fire Department in the amount of SEVENTY-ONE THOUSAND FOUR HUNDRED

SEVENTY-ONE DOLLARS AND 00/100 CENTS (\$71,471.00) from the Georgia Emergency Management and Homeland Security Agency to purchase protective equipment, as provided in Exhibit A.

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

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

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

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

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

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

(SIGNATURES ON THE FOLLOWING PAGE)

APPROVED AND ADOPTED this ____ day of _____, 2024.

By: _____

LESTER M. MILLER, Mayor

Attest: _____

(SEAL)

JANICE S. ROSS, Clerk of Commission

*Q:\RES MACON-BIBB\2024 Miller Accepting GEMA HS Grant For MBC Fire Department
\$71471.00.Docx*

EXHIBIT A



**FISCAL YEAR 2021
HOMELAND SECURITY GRANT PROGRAM**

**AGREEMENT BETWEEN
THE STATE OF
GEORGIA
GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY**

AND

Macon-Bibb Fire Department

GRANT NO: 108

The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), approved the application and awarded grant funding from the Fiscal Year (FY) 2021 Homeland Security Grant Program to the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) on behalf of the State of Georgia, in accordance with *The Homeland Security Act of 2002* (Public Law 107-296), *as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53). The Catalog of Federal Domestic Assistance (CFDA) number for this grant is 97.067.

GEMA/HS will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA/HS, as Recipient, has awarded the amount of \$71,471.00 to **Macon-Bibb Fire Department**, as Subrecipient, in accordance with the Fiscal Year 2021 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP), and/or Urban Area Security Initiative (UASI).

Under this Agreement, GEMA/HS will execute the interests and responsibilities of the Recipient. The individual designated to represent the State is **James C. Stallings, Authorized Recipient Official**. The State has designated **Harlan Proveaux** as the **Program Manager** of this program. The Subrecipient's Authorized Official has the authority to legally bind the Subrecipient and will execute the interests and responsibilities of the Subrecipient. The Subrecipient's Authorized Official is the person whose name and signature appear on page twelve (12) of this agreement.

PURPOSE: The Subrecipient agrees to use allocated funds only as approved; to comply with the terms, conditions, and guidelines, as stated within this agreement; and to request reimbursement only for expenditures made in accordance with the Approved Budget Cost Lines. Any modification to the Budget must be requested in writing by the Subrecipient and must be approved by the Program Manager or other authorized representative prior to the execution of that modification.

After all approved items on the approved Budget have been reimbursed to the Subrecipient, this Subrecipient Agreement shall be terminated. Any remaining funds shall be forfeited by the Subrecipient and deobligated and reallocated by GEMA/HS.

PERIOD OF PERFORMANCE: This Agreement shall become **effective** on October 1, 2021, or on the date when the Agreement has been signed by all parties and returned to GEMA/HS, whichever is later and shall continue through September 30, 2023. No modifications to the Budget can be made after the termination date, September 30, 2023 or when all funds have been used.

Spending of grant funds, may not commence until this Agreement is **effective**. The Subrecipient agrees that all purchases and expenditures authorized under this program must be completed by the effective end date. Extensions are at the discretion of GEMA/HS and will only be granted for cause when requested in writing at least 30 days prior to the end date of this Agreement.

Caveat: DHS/FEMA has reserved the right to change the FY21 HSGP grant; including shortening the performance period and/or grant end date. Any change in the grant and/or performance period of the FY21 HSGP award will be passed through to the Subrecipient by GEMA/HS.

EXHIBITS: Exhibits are attached or attainable via the internet and made a part of this agreement by reference:

- | | |
|-----------|---|
| Exhibit A | Standard Assurances - Standard Form 424B (Non-Construction) or Standard Form 424D (Construction), as applicable
(COMPLETE, SIGN, AND RETURN With AGREEMENT) |
| Exhibit B | National Incident Management System (NIMS) Compliance Form
(COMPLETE, SIGN, AND RETURN With AGREEMENT) |
| Exhibit C | Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements
(COMPLETE, SIGN, AND RETURN With AGREEMENT) |
| Exhibit E | Tangible Property Report
(KEEP FOR REFERENCE) |
| Exhibit F | Department of Homeland Security, HSGP, Grant Agreement Number <u>EMW-2021-SS-00080</u> , Agreement Articles (KEEP FOR REFERENCE) |
| Exhibit G | Approved Budget Cost Line(s) (LOCATED IN EM GRANTS MANAGER) |
| Exhibit H | DHS/FEMA Fiscal Year 2021 HSGP Notice of Funding Opportunity Announcement (DHS/FEMA NOFO), located at: |

https://www.fema.gov/sites/default/files/documents/FEMA_FY2021-HSGP-NOFO_02-19-21.pdf

PURCHASES, REIMBURSEMENT, AND REPORTING REQUIREMENTS:

- A. Purchasing:** Subrecipient must follow federal, state, and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services. All spending or purchases must be made in accordance with the agreed spending plan as outlined on the Budget Cost Lines and all equipment purchases must be in accordance with the Department of Homeland Security Authorized Equipment List (DHS/AEL) located on the internet at: <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>
- B. Payment Requests:** Payments to the Subrecipients will be made only upon presentation of the approved Payment Request. Reimbursements from invoices and applicable proof of payment (or other justifying documentation) will only be made for eligible equipment, materials, expenses, and costs upon approval of the Program Manager. Omission of pertinent documentation will constitute justification for non-payment of any amounts submitted on the Payment Request.
- C. State Purchases on behalf of Subrecipient:** GEMA/HS may, with the written consent of the Subrecipient, retain and expend grant funding on behalf of the Subrecipient. Before the State will make purchases on behalf of local jurisdictions, the Subrecipient must provide justification, receive approval from GEMA/HS and provide GEMA/HS with a Memorandum of Understanding authorizing GEMA/HS to expend these funds. If GEMA/HS does agree to retain and expend grant funding on behalf of the Subrecipient, the Subrecipient is required to submit documentation to verify receipt and acceptance of the goods or services on the Acknowledgment Form and provide any other documentation or information requested by GEMA/HS. If the Acknowledgment Form is not returned to GEMA/HS in a timely manner, the Subrecipient will be held accountable for payment to the vendor. The Subrecipient is still accountable for submitting the Quarterly Progress Reports in the EM Grants Manager System in a timely manner according to the guidelines in the section below.
- D. Quarterly Progress Report (PROGRESS REPORT):** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA/HS on a quarterly basis through the Progress Report module in the EM Grants Manager System, which is due within 30 days of the end of each calendar quarter.
- E. The following reporting periods and due dates apply:**
- | | | |
|------------------|-------------------------|----------------|
| • First Quarter | October 1 - December 31 | Due January 31 |
| • Second Quarter | January 1- March 31 | Due April 30 |
| • Third Quarter | April 1 - June 30 | Due July 31 |
| • Fourth Quarter | July 1 - September 30 | Due October 31 |

FAILURE TO HAVE A CURRENT PROGRESS REPORT ON FILE AT GEMA/HS
WILL RESULT IN WITHHOLDING OF REIMBURSEMENT UNTIL THE
PROGRESS REPORT IS RECEIVED.

- F. Biannual Strategy Implementation Reports (BSIR):** The Subrecipient shall complete and submit any other reports as requested by GEMA/HS and cooperate and assist GEMA/HS in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subrecipient shall submit information at the request of GEMA/HS to assist in the submission of the BSIR, and any other reports, as required.

MONITORING AND AUDITS: The Subrecipient shall permit persons duly authorized by GEMA/HS access to inspect and copy all records, books papers, documents, facilities, goods, and services related to this Agreement, and to interview clients, employees, and subcontractors of the Subrecipient concerning the performance of this Agreement. If the Subrecipient fails to provide access to such materials, GEMA/HS may terminate this Agreement.

LAWS, REGULATIONS, FINANCIAL AND ADMINISTRATIVE REQUIREMENTS, AND PROGRAM GUIDANCE: The Subrecipient shall comply with all applicable federal and state laws, regulations, and financial and administrative requirements. A non-exclusive list of regulations is listed below. Code of Federal Regulations (CFR) sections may be accessed online at <http://www.ecfr.gov/>.

A. Administrative Requirements

2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

2 CFR Part 200, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

B. Cost Principles

2 CFR Part 200, Subpart E, Cost Principles for State, Local and Indian Tribal Governments

2 CFR Part 200, Subpart E, Cost Principles for Education Institutions

2 CFR Part 200, Subpart E, Cost Principles for Non-Profit Organizations

48 CFR 31.2, Federal Acquisition Regulations (FAR) Contracts with Commercial Organizations

C. Organizational Audit Requirements: The Subrecipient agrees to comply with the organizational audit requirements of 2 CFR Part 200, Subpart F, Audits of States, Local Governments, and Non-Profit Organizations.

Subrecipients that expend \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's (GAO's) Government Auditing Standards, which may be accessed online at <https://www.gao.gov/>, and in accordance with 2 CFR §200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

In addition, Subrecipients must submit the audit report to the State of Georgia, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 CFR Part 200, Subpart F, the Subrecipient shall provide GEMA/HS with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA/HS with this signed Agreement. The Subrecipient shall immediately notify GEMA/HS in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

D. Selected Items of Cost: The Subrecipient agrees to comply with the requirements of OMB 2 CFR Part 225, Selected Items of Cost. Physical inventories must be taken at least once every two years to ensure that assets received through this Agreement exist, and are in use. Governmental units will manage and maintain equipment in accordance with State laws and procedures.

- E. Data Universal Numbering System (DUNS) Number Requirement:** No entity may receive a subgrant under this award unless GEMA/HS has received the DUNS number for the prospective Subrecipient.
- F. Accounting System:** The Subrecipient agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable assurance that the Subrecipient is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.
- G. Retention and Maintenance of Records:** The Subrecipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all revenues and expenditures of grant funds. All such records must be retained by the Subrecipient for a minimum of three years from the date that the DHS closes the State of Georgia's 2021 HSGP grant. GEMA/HS will notify the Subrecipient in writing when the retention period begins.
- H. Withholding and Repayment of Funds:** In addition to any other remedies provided by law or the terms of this Agreement, if the Subrecipient fails to comply with any of the terms or conditions of this Agreement, including all exhibits hereto, or with any applicable federal or state law or regulation, GEMA/HS may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA/HS may withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subrecipient. Specifically, without limitation, GEMA/HS will be entitled to payment from the Subrecipient for any funds paid by the State or that the State is responsible to pay on behalf of the Subrecipient for which GEMA/HS is unable to receive payment or required to repay due to the Subrecipient's failure to cooperate in providing the required documentation showing receipt of the goods or services, purchasing of equipment in the time required, submitting a request for reimbursement with complete supporting documents, or any other activity that GEMA/HS deems a failure by the Subrecipient under this Agreement.
- I. National Initiatives:**
1. The Subrecipient agrees to comply with all applicable terms and conditions of the FY 2021 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity Announcement (NOFO) (Exhibit H), including without limitation, adoption, and implementation of the National Incident Management System (NIMS). Refer to NOFO, page 5, "NIMS Implementation section." Other NIMS resources are at the following locations:

<https://www.fema.gov/resource-management-mutual-aid>

<http://www.fema.gov/nims-doctrine-supporting-guides-tools>
 2. In order to assure compliance with NIMS requirements, all terms, and conditions of this agreement are predicated and conditional upon the Subrecipient's assurance by completing and

signing the NIMS Compliance Form (Exhibit B) and returning the completed and signed form to GEMA/HS with the original signed Agreement.

3. The Subrecipient agrees to institutionalize the use of the Incident Command System (ICS) as required by Georgia law and the NIMS minimum compliance requirements.
4. The Subrecipient agrees that any exercises conducted with grant funds will be managed and executed in compliance with the Homeland Security Exercise and Evaluation Program (HSEEP). All exercises are to be planned, conducted, and evaluated with the implementation of improvement in accordance with the guidance from the HSEEP, available at <http://www.fema.gov/national-exercise-program>
 - a. Any exercises implemented with grant funds must be threat and performance-based and should evaluate the performance of critical tasks required to respond to the exercise scenario.
 - b. All funded exercises are encouraged to be posted in the Multiyear Exercise Plan calendar, added to the National Exercise Schedule, located at <https://www.fema.gov/emergency-managers/national-preparedness/exercises/about>, and must be preapproved by the GEMA/HS Exercise Program Manager.
 - c. The Subrecipient must report to the GEMA/HS Exercise Program Director prior to conducting scheduled exercises and provide the Program Director with an After Action Report (AAR) and Improvement Plan for each exercise conducted within 90 days following completion of the exercise in accordance with the FY21 HSGP DHS/FEMA NOFO (Exhibit H).
 - d. Exercises conducted using HSGP funding must be NIMS compliant, as defined by the current NIMS compliance matrices. Further information is available on the NIMS Integration Center Web site at <https://www.fema.gov/emergency-managers/nims>.
5. The Subrecipient agrees to coordinate with GEMA/HS to maintain and update the Threat and Hazard Identification and Risk Assessment (THIRA) and agrees to provide GEMA/HS any information and access to records upon request.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): All new subawards under this grant of \$25,000 or more are subject to FFATA reporting requirements. The Subrecipient is responsible for providing any information requested by GEMA/HS to complete the required report.

- A. Unless exempt, the Subrecipient shall report the names and total compensation of its five most highly compensated executives for its preceding completed fiscal year. This report is only required if:
 1. In the Subrecipient's preceding fiscal year, the Subrecipient received 80 percent or more of its annual gross revenues from federal procurement contracts and subcontracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 61104 of the Internal Revenue Code of 1986.

1. Additional information regarding the FFATA requirements can be found at <http://www.fema.gov/pdf/government/grant/bulletins/info350.pdf>, www.USAspending.gov and www.fsrs.gov.

SPECIAL CONDITIONS:

- A. The Subrecipient agrees to use all grant funding awarded from the Fiscal Year 2021 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the findings of the State Preparedness Report, including goals and objectives, and any Urban Areas Security Initiative strategies.
- B. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2021 HSGP DHS/FEMA NOFO (Exhibit H), and to comply with all DHS/FEMA requirements and cooperate with GEMA/HS to comply with federal and state requirements related to the grant funding.
- C. The Subrecipient understands and agrees that any allocations and use of grant funding must support and may only be used to fund the investments identified in the Fiscal Year 2021 HSGP grant application submitted by GEMA/HS to DHS/FEMA and to use grant funding only for projects pre-approved by GEMA/HS.
- D. The Subrecipient agrees to comply with the FY 2021 Homeland Security Grant Program Agreement Articles, included with this agreement as Exhibit F. References in the exhibit to "recipient" apply to the Subrecipient's requirements as subrecipient. The Subrecipient agrees to sign and comply with the terms and conditions of GEMA/HS's Statewide Mutual Aid and Assistance Agreement and to render mutual aid for a suspected or real attack or in the case of weapons of mass destruction or other event, as determined by GEMA/HS. The Subrecipient shall sign any other Mutual Aid Agreements GEMA/HS or DHS/FEMA shall deem necessary in order to assure the Subrecipient will fulfill its obligations to render mutual aid.
- E. Any Subrecipient receiving funding for purposes of explosive ordnance disposal (EOD) agrees to utilize the **Georgia Bureau of Investigations and GEMA/HS** paging system whenever responding outside of its jurisdiction.
- F. The Subrecipient will maintain an inventory of all grant-funded equipment and provide a copy to GEMA/HS at the end of the grant performance period. The Subrecipient will submit an updated inventory every year thereafter or as the equipment is disposed of. Equipment must be used for the intended purpose for the life of the equipment. GEMA/HS must be given a written disposition plan for any equipment that has a value of \$5,000 or more at least 30 days prior to disposal or at the end of its useful life, whichever date is sooner. Also, the GEMA/HS Program Manager will review the disposition plan within 30 days of receipt and provide approval or other instructions for disposal to the Subrecipient.
- G. Non-Supplanting Requirement: The Subrecipient agrees that federal grant funds received under this award will not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources. Applicants or Recipients may be required to demonstrate if a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local funds for the same purposes.

- H. The Subrecipient agrees to cooperate with any assessments, national evaluation efforts, requests for information or data collection, including, but not limited to, the provision of any information regarding any activities within this agreement that may be required for the assessment or evaluation.
- I. Federal funds under this grant program are provided through reimbursement of all eligible expenditures. The Subrecipient shall follow procurement standards as stated in federal and state laws and regulations.
- J. Sole Source Procurement: The Subrecipient's procurement procedures and regulations must conform to federal procurement laws and standards. All procurement transactions without regard to dollar value, whether negotiated or through a competitive bid process shall be conducted in such a manner as to provide maximum open and free competition.
- K. Should the Subrecipient elect to award a non-competitive proposal, justification must be provided and include a description of the program and why it is necessary to enter into a non-competitive agreement. All sole-source procurements as defined in 2 CFR§200.320(f) must receive prior written approval from GEMA/HS.
- L. The Subrecipient understands and agrees that compensation for individual consultant services is to be reasonable and consistent and should represent fair market value for services. Time and effort reports for consultant services are required, and competitive bidding is encouraged, as explained in 2 CFR §200.317-326.
- M. The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of GEMA/HS and DHS.
- N. No elected or appointed official or employee of the Subrecipient shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.
- O. If the Subrecipient is found to be in violation of any of the conditions of this agreement, including any exhibits hereto, or of applicable federal and state laws or regulations, in addition to any other recourse available, GEMA/HS shall notify the Subrecipient that additional funds in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA/HS. In addition, GEMA/HS may withhold or require repayment of any portion of the financial award which has been or is to be made available to the Subrecipient, or retained and obligated or expended on behalf of the Subrecipient, for other projects under this program until adequate corrective action is taken.
- P. The Subrecipient understands and agrees that for any copyrightable work based on or containing data first produced under this Agreement, the Subrecipient shall grant the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes on all such copyrighted works. The Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401

or 402 and an acknowledgment of government sponsorship, including the grant award number, to any work first produced under this grant award.

Q. Environmental Historical Preservation (EHP)

1. The Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA or GEMA/HS to ensure compliance with applicable laws and regulations, including: Federal EHP regulations, laws, and Executive Orders; National Environmental Policy Act; National Historic Preservation Act; Endangered Species Act; and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval from FEMA, through GEMA/HS, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, and replacement of facilities. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that requires specific documentation of compliance with federal laws and/or regulations.
2. The Subrecipient shall provide any information requested by GEMA/HS or FEMA to ensure compliance with applicable federal EHP requirements. Any change to the approved project or scope of work will require re-evaluation for EHP compliance. If ground-disturbing activities may occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance, and, if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify GEMA/HS, and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division.
3. The Subrecipient shall not undertake any project using HSGP funding to which the National Environmental Policy Act (NEPA) requirements are applicable without first obtaining written approval from FEMA, through GEMA/HS. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that requires specific documentation of NEPA compliance. Any construction activities initiated prior to the full environmental and historic preservation review and evaluation will result in a non-compliance finding and will not be eligible for HSGP funding.

For more information regarding FEMA's EHP requirements, the Subrecipient should refer to the DHS/FEMA FY21 NOFO (Exhibit H) and FEMA's Information Bulletins 329, 345, 356, 371, and 404 available at <https://www.fema.gov/grants/preparedness/about/informational-bulletins>.

- R. The Subrecipient agrees to cooperate with GEMA/HS in assuring that any training using HSGP funds is reported through the Training Information Reporting System ("Web-Forms") located at <https://www.firstrespondertraining.gov/frts/>
- S. The Subrecipient agrees that funds from the FY 2021 HSGP utilized to establish or enhance state and local fusion centers will be used in compliance with the requirements and restrictions in the DHS/FEMA NOFO (Exhibit H) and with FEMA's Information Bulletins 281 and 288.

Specifically, without limitation, the Subrecipient receiving funding to be used for costs related to a fusion center agree to comply with the following:

1. To use such funds to support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's *Baseline Capabilities for State and Major Urban Area Fusion Centers*, a supplement to the Fusion Center Guidelines, located at <http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf>
 2. To use such funds to support the achievement of baseline levels of capability as defined in the fusion capability planning tool.
 3. The Subrecipient shall provide GEMA/HS with a certification stating that the Subrecipient will assume responsibility for supporting the costs of any hired analysts following the three-year federal funding period or the termination of the Subrecipient Agreement, whichever occurs first.
 4. The Subrecipient shall provide GEMA/HS with certificates of completion of training for each intelligence analyst hired with grant funding to enable information/intelligence sharing capabilities in accordance with Global's *Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States*, as required under the DHS/FEMA FY21 NOFO (Exhibit H) and Information Bulletin 288.
 5. All Subrecipients leveraging FY 2021 HSGP funds in support of information sharing and intelligence fusion and analysis centers must leverage available federal information-sharing systems, including Law Enforcement Online (LEO) and the Homeland Security Information Network (HSIN), and comply with 28 CFR 23.
- T. Any Subrecipient receiving HSGP grant funding for purchasing or upgrading a mobile communication vehicle (MCV), equipment for an MCV, or other MCV related costs, agrees to comply with the following requirements:
1. Each agency receiving an MCV funded with HSGP funding will be required to participate with the MCV in at least one regional GEMA/HS sponsored MCV exercise annually and at least one GEMA/HS sponsored statewide MCV exercise biennially. Any agency that cannot meet this compliance requirement due to an unforeseen event in any year must request approval from GEMA/HS, providing a reasonable justification for failing to remain in compliance.
 2. Each agency receiving an HSGP funded MCV will provide GEMA/HS with updated vehicle equipment capability and inventory data as requested.
- U. In the event that the Subrecipient uses subcontractors or contractors, the Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable Federal and State laws.
- V. The Subrecipient understands that any public contracts and subcontracts funded by the HSGP must comply with the requirements of O.C.G.A. §13-10-90, et seq., and Georgia Department of Labor Rules 300-10-1, et seq., to verify the contractor's or subcontractor's new employees' work eligibility through a federal work authorization program. The Subrecipient shall utilize the U.S.

DHS E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

CHANGES TO AGREEMENT: The Subrecipient understands and agrees that, in addition to the provisions in the "Termination" section below, GEMA/HS shall have the right to make unilateral changes, cancel, or terminate this agreement in the event that FEMA and/or DHS makes changes to the FY21 HSGP grant awarded to GEMA/HS. With the exception of termination or changes included in this agreement, there shall be no other changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

EMPLOYMENT: The employment of unauthorized aliens by the Subrecipient Agency is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient Agency knowingly employs unauthorized aliens, such violation shall cause the unilateral cancellation of the Agreement. Any services performed by any such unauthorized aliens shall not be paid.

The Subrecipient Agency shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

TERMINATION: This agreement may be terminated for any or all of the following reasons:

- A. Cause/Default: This agreement may be terminated for cause, in whole or in part, at any time by the State of Georgia for the failure of the Subrecipient to perform any of the provisions or to comply with any of the terms and conditions herein. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subrecipient will be required to submit the final invoice no later than 30 days after the effective date of written notice of termination. Upon termination of this agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel outstanding obligations, as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.
- B. Notwithstanding and without waiving any other remedies available for the Subrecipient's failure to comply with the terms and conditions of this agreement, if the Subrecipient fails to meet its obligations, voluntarily or otherwise, as part of a GEMA/HS program, GEMA/HS will have the right, privilege, and option to immediately terminate this Agreement. Failure to exercise the right of termination for previous occurrences or omissions will not act as a waiver for future noncompliance by the Subrecipient. Should GEMA/HS exercise the right, privilege, and option to terminate this Agreement, the Subrecipient shall immediately transfer ownership of any HSGP grant-funded vehicle(s) and related equipment purchased under this agreement to GEMA/HS or to whomever GEMA/HS shall designate, including the transfer of title, tag, and related documents, and shall deliver and turn over possession and title of said vehicle(s) and related equipment, without cost, as directed by GEMA/HS.
- C. Convenience: This agreement may be canceled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to all other parties at least 30 days prior to the effective date of cancellation or termination.
- D. Non-Availability of Funding: Notwithstanding any other provision of this agreement, in the event that either of the sources of funding for reimbursement under this agreement (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist, in the event, the sum of all obligations of GEMA/HS incurred under this and all other

agreements entered into for this program exceeds the balance of such funding, then this agreement shall immediately terminate without further obligation of GEMA/HS. The certification by the Director of GEMA/HS of the occurrence of either of the events stated above shall be conclusive.

IN WITNESS WHEREOF, the **GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY** and **Macon-Bibb Fire Department** have executed this Agreement:

GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY

SUBRECIPIENT

Signature

Signature, Authorizing or Highest Official

Printed Name and Title of Signatory

Printed Name and Title of Signatory

04 / 15 / 2024

Date of Signature

_____/_____/_____
Date of Signature

Date of Signature

58-6000612

Agency FEID (XX-XXXXXXX)

Agency DUNS Number (XXXXXXXXXX)

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.



9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE
APPLICANT ORGANIZATION		DATE SUBMITTED



Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Policy and Oversight Staff, Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant.

Check ☐ if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT		PR/AWARD NUMBER AND / OR PROJECT NAME	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE			
SIGNATURE		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 BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT WITH RIVER EDGE FOUNDATION, INC., IN THE AMOUNT OF \$299,605.49, TO BE PAID FROM FEDERAL HOME PROGRAM & COMMUNITY BLOCK DEVELOPMENT GRANT FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, on or about August 1, 2023, the Macon-Bibb County Commission (“Commission”) authorized an agreement with River Edge Foundation, Inc., (River Edge), for the construction of “Serenity Courtyard”, a community of 26 one-bedroom, sing-family “tiny homes” to provide permanent supportive housing for low and very low-income people (the Project); and

WHEREAS, in the course of performing the work contemplated by the Independent Contractor Agreement, it was discovered that soil conditions at the project site were unstable and require mitigation in order to provide stable ground for the construction of the Project; and

WHEREAS, the Commission recognizes the crucial importance of the Project in supporting vulnerable members of the Macon-Bibb Community and desires to authorize the additional HOME program and Community Block Development Grant (CBDG) grant funds necessary to ensure the completion of the Project; and

WHEREAS, the Macon-Bibb County Commission finds that this Resolution will benefit and promote the health, safety, morals and welfare of the citizens of Macon-Bibb County.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Mayor is authorized to execute an amendment to the independent contractor agreement with River Edge Foundation, Inc., whereby Macon-Bibb County will provide additional funding in the amount of TWO HUNDRED NINETY-NINE THOUSAND, SIX HUNDRED FIVE DOLLARS AND FORTY-NINE CENTS (\$299,605.49), to be paid from HOME and CBDG grant funds, with such contract amendment in substantially the same form as Exhibit A, attached hereto and incorporated herein by reference.

BE IT FURTHER RESOLVED 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.

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 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 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.

SO RESOLVED this ____ day of _____, 2024.

LESTER M. MILLER, MAYOR

ATTEST: _____
JANICE ROSS, CLERK OF COMMISSION

(SEAL)

Exhibit A

AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN MACON-BIBB COUNTY
AND RIVER EDDGE, INC.

This Amendment (“Amendment”) to the Independent Contractor Agreement, duly filed with the Clerk of Commission of Macon-Bibb County as C-23-0162, is entered into by and between Macon-Bibb County, a political subdivision of the State of Georgia (“County”), and River Edge Foundation, Inc., (“Contractor”), collectively referred to herein as the “Parties”.

W I T N E S S E T H:

In consideration of the mutual consideration and covenants herein contained, the receipt of which is hereby acknowledged and deemed to be sufficient, the Parties hereby agree as follows:

1. The Scope of Work contemplated in the original Independent Contractor Agreement is hereby amended to incorporate the additional necessary site preparation work as more fully described by the attached Exhibit A, incorporated herein by reference. The parties hereto agree and acknowledge that the soil conditions present necessitating the additional work and change were unforeseeable and such additional work required to remediate the soil conditions are required to ensure completion of the Serentiy Courtyard project.
2. To accommodate the additional services required hereunder, Contractor shall be entitled to receive an additional TWO HUNDRED NINETY-NINE THOUSAND, SIX HUNDRED FIVE DOLLARS AND FORTY-NINE CENTS (\$299,605.49). The addition of these funds brings the entire Contract Price to \$6,299,605.49.
3. All other terms and conditions of the original Independent Contractor Agreement, and amendments thereto, not in direct conflict with the terms of this Amendment shall remain in full force and effect and are hereby incorporated into this Amendment as if fully set forth herein.

[SIGNATURES TO FOLLOW]

WHEREFORE, the Parties, having read, understood, and accepted the terms of this Amendment, have hereto put their hand and affixed their corporate seal.

MACON-BIBB COUNTY:

By: _____
Lester M. Miller, Mayor Date

Attest: _____
Janice S. Ross, Clerk of Commission Date (SEAL)

RIVER EDGE FOUNDATION, INC:

By: _____
_____(Name/Title) Date

Attest: _____
_____(Name/Title) Date (SEAL)



Macon-Bibb County
Economic and Community Development Department

DRAFT

CHANGE ORDER

CHANGE ORDER# 01 INITIATION DATE _____ CONTRACT DATE _____

RIVER EDGE FOUNDATION, INC/STAFFORD BUILDER AND CONSULTANTS 2918 BLOOMFIELD DRIVE, MACON GEORGIA 31206
DEVELOPER/CONTRACTOR PROJECT ADDRESS

The undersigned contractor is directed to make the following changes to the original scope of work. The undersigned Developer agrees and authorizes the below described changes. If the changes described below result in an increase to the cost of the job, the increase shall be charged to the Homeowner unless otherwise noted. **This Change Order is not valid and none of the work items are to be undertaken until signed by the Developer, the Contractor and the ECDD Staff persons indicated below.**

To mitigate unsuitable/unstable soil conditions at the project location. Plan is to excavate the existing on-site suitable soil from the future community center location and replace with the bad soil and install French drains to prevent future site erosion problems.

Net amount of adjustment \$299,605.49

Contract Amount.....**\$600,000.00**

Change Order Equals an ☒ Increase ☐ Decrease ☐ No Change of **\$299,605.49**

The Contract Amount following the most recent Change Order is.....**\$899,605.49**

☐ YES ☒ NO The Completion Date is extended as a result of this change. If YES, the new Completion Date is _____

CONTRACTOR'S SIGNATURE DATE

RIVER EDGE FOUNDATION, INC. _____
COMPANY'S NAME

CONSTRUCTION SERVICES MANAGER DATE

ECDD DIRECTOR'S SIGNATURE DATE

MAYOR'S Signature Date

NO WORK IS TO BE DONE WITHOUT ALL SIGNATURES



April 3, 2024

Ms. Wanzina Jackson, Director
The City of Macon
Economic & Community Development Department
688 Walnut Street, Suite 101
Macon, Georgia 31201

Amy H. Maley,
CPA, CFP®, CRPC®
Chair

Steven E. Corkery, PhD
Vice Chair

Priscilla G. Doster, EdD
Secretary

Ronnie C. Collier Sr., CPA

Ethel A. Cullinan, PhD, FAHP

James R. Davis

Sherrle Marshall, MA

Fred Morgan

Tommy M. NeeSmith Jr.

Jeremy D. Pritchard, CTP, ACH

Jessica Stevens, PhD

The Hon. Pamela Y. White-Colbert

George M. Israel, III
Trustee Emeritus

Cass Hatcher, CCM, EDFP
Chief Executive Officer

Mia M. Geiger
Director of Development

Re: Request for Funding Adjustment for Serenity Courtyard of Macon Project

Dear Ms. Jackson:

This request for additional HUD funding (HOME or CDBG) for the subject project is the result of unexpected differing site conditions found during sitework. Prior to performing any sitework, Terracon Geotechnical Services, LLC performed seventeen (17) soil boring tests, resulting in normal soil condition readings. The soil boring tests focused on the ground surface underneath the twenty-six (26) dwelling units to ensure the ground was safe to build on.

However, the area between B-14 and B-15 where part of the access roadway and the retention pond were not tested. At these locations, we experience unsuitable / unstable soil conditions (bad soil) as reported by Preston Geotechnical Consultants, LLC (see attached report).

The unforeseen bad soil requires a Change Order to complete the project. Options provided by Construction Manager Stafford Builders & Consultants, Inc. are as follows:

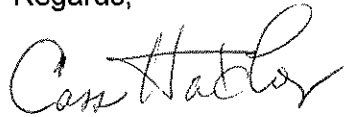
1. **Option #1:** Excavate and haul offsite the bad soil, haul in new suitable soil, and install French drains to prevent future site erosion problems. Estimated Change Order amount **\$589,961.40**
2. **Option #2:** Excavate the existing on-site suitable soil from the future community center location and replace with the bad soil and install French drains to prevent future site erosion problems. Estimated Change Order amount **\$299,605.49**

Based on these two options, I recommend we proceed with option #2 in order to reduce the costs of hauling off bad soil and hauling in new suitable soil. This option represents the best cost-effective method to move the project forward.

Therefore, we request your consideration for additional funding and approval to execute the Change Order in the amount of **\$299,605.49**.

Thank you in advance for your support and consideration.

Regards,

A handwritten signature in black ink, appearing to read "Cass Hatcher". The signature is fluid and cursive, with the first name "Cass" and last name "Hatcher" clearly distinguishable.

Cass Hatcher, CCM, EDFP
Chief Executive Officer

Attachments

1. Unsuitable /Unstable Soil Location
2. Preston Geotechnical Consultants, LLC Density of Soil Report
3. Stafford Builders & Consultants, Inc. Change Order #1

SERENITY COURTYARD OF MACON

UNSUITABLE / UNSTABLE SOIL CONDITIONS

- ❖ Experience unforeseen unsuitable / unstable soil conditions requiring a Change Order
- ❖ Soil boring performed in 2022 were not taken along the roadway and retention pond





**FAMILY OF CURVES METHOD FOR DETERMINING
MAXIMUM DENSITY OF SOILS**

Client: River Edge Foundation

Date: April 1, 2024

Project: Serenity Courtyard - 2918 Bloomfield Drive PGC #: 19688
- Macon, GA

Sample Description: White tan fat clay with sand Test Spec: ASTM D 698

Maximum Dry Density From Family of Curves: 101.0

Optimum Moisture Content From Family of Curves: 19.0

Date Sampled: 3-20-24

Sampled From: Detention pond

ONE POINT PROCTOR RESULTS

Wet Density: 118.2

Moisture Content: 18.1

Family of Curves Used: C

Preston Geotechnical Consultants, LLC


Managing Technician

"Woman Owned Small Business"
4725 Ivey Drive • Macon, Georgia 31206-5355
Phone 478-474-2941 • Fax 478-471-0202
www.prestontesting.com



SOIL CLASSIFICATION

Client: River Edge Foundation

Date: April 1, 2024

Project: Serenity Courtyard - 2918 Bloomfield Drive - Macon, GA

PGC #: 19688

Date Sampled: 3-20-24

Sampled From: Detention pond

Test Specification ASTM D 4318		
Liquid Limit 58	Plastic Limit 28	Plastic Index 30
Test Specification ASTM D 1140		
Percent Finer Than No. 200 Sieve 74.4		
Test Specification ASTM D 2487		
Soil Classification Group Symbol CH	Soil Description Fat clay with sand	

Remarks: This soil is generally considered unsuitable for use as structural fill.

Preston Geotechnical Consultants, LLC

Managing Technician

"Woman Owned Small Business"

4725 Ivey Drive • Macon, GA 31206-5355
Phone 478-474-2941 • Fax 478-471-0202
www.prestontesting.com



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT WITH BUXTON CONSTRUCTION, LLC IN THE AMOUNT OF \$576,160.22 FOR REPAIR AND REPAVING ON MEAD ROAD TO BE PAID FROM 2018 SPLOST FUNDS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission (the “Commission”) is committed to the safety and continued improvement of roadways within the county; and

WHEREAS, certain portions of Mead Road, as shown on the attached Exhibit A, incorporated herein by reference, are in need of total reconstruction due to age and use; and

WHEREAS, Invitation for Bids (“IFB”) No. 24-017-LH was published on March 13, 2024, soliciting bids for roadway reconstruction on Mead Road; and

WHEREAS, IFB No. 24-017-LH was published on Macon-Bibb County’s Procurement Department website and posted to the Georgia Procurement Registry, where one hundred twenty-six (126) vendors were notified of the opportunity for bidding; and

WHEREAS, of the vendors notified, three (3) were African American-owned and two (2) were Asian American-owned; and

WHEREAS, on the published due date of April 11, 2024, two (2) responses were received in Procurement, tabulated for responsiveness, and provided to the user department for specification requirements; and

WHEREAS, after the bid review, Buxton Construction, LLC, whose total bid was the lowest responsive and responsible submission, was recommended for award by the user department; and

WHEREAS, Procurement agrees with this award recommendation; 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 resolved by the authority of the same, that the Mayor is authorized to execute an agreement with Reeves Construction Company in the amount of FIVE HUNDRED SEVENTY-SIX THOUSAND, SIX HUNDRED TEN DOLLARS AND TWENTY-TWO CENTS (\$576,610.22) for the reconstruction and repaving of a section of Mead Road, in a form to be approved of by the County Attorney, and to be paid from 2018 SPLOST funds.

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

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

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

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

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

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

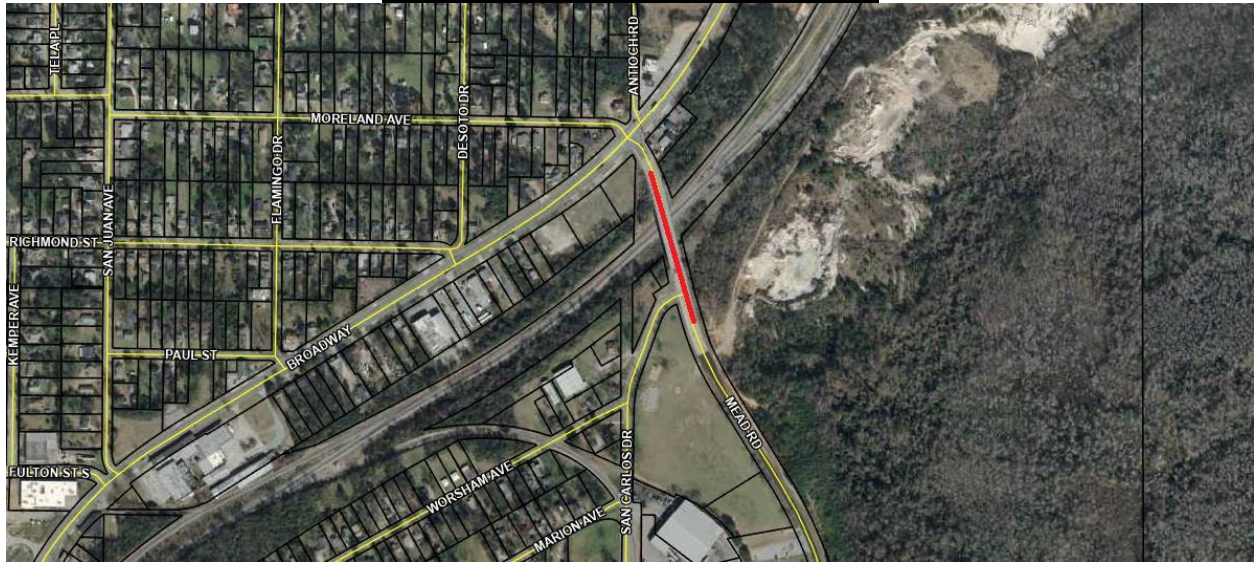
BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its approval by the Mayor or upon its adoption into law without such approval.

APPROVED AND ADOPTED this ____ day of _____, 2023.

By: _____
LESTER M. MILLER, Mayor

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

Exhibit A



The approximate portion of Mead Road to be repairs subject to this Resolution and the Construction Agreement with Buxton Construction, LLC, is highlighted above in red.



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT WITH REEVES CONSTRUCTION COMPANY FOR LMIG 2022 PAVING, IN THE AMOUNT OF \$150,404.75 FOR THE ADDITION OF CERTAIN PORTIONS OF COLUMBUS ROAD TO THE 2022 LMIG DEEP PATCH ASPHALT RESURFACING PROJECT TO BE PAID FROM 2018 SPLOST FUNDS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, on or about May 2, 2023, the Macon-Bibb County Commission authorized an agreement with Reeves Construction Company to perform deep patch and paving services, funded by the 2022 LMIG grant; and

WHEREAS, under the 2022 LMIG grant requirements, Macon-Bibb County is required to provide a contributing match of \$688,770.00; and

WHEREAS, in the course of performing the resurfacing project, the actual cost of performing the work has resulted in additional funds from the local match being available to utilize for additional roadways that had previously been considered for the LMIG roadway list; and

WHEREAS, the engineering department has identified 3 stretches of Columbus Road for resurfacing: (1) between US 80 and Tidwell Road; (2) between Knoxville Road and Pineworth Road; and (3) between Pineworth Road and Heath Road; and

WHEREAS, these additional resurfacing spaces will result in the necessary spending to meet the required match amount and improve road quality and safety along Columbus Road; 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 resolved by the authority of the same, that the Mayor is authorized to execute an amendment

to the Independent Contractor Agreement with Reeves Construction Company in the amount of ONE HUNDRED FIFTY THOUSAND, FOUR HUNDRED FOUR DOLLARS AND SEVENTY-FIVE CENTS (\$150,404.75) for additional deep patch asphalt resurfacing along Columbus road, 2018 SPLOST Funds, in substantially the same form as the attached Exhibit “A”, incorporated herein by reference.

BE IT FURTHER RESOLVED 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.

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

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

BE IT FURTHER RESOLVED 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 Authorizing Amendment to Agreement with Reeves Construction for Deep Patch Asphalt Projects.docx

EXHIBIT A

MACON-BIBB COUNTY

*2022 Deep Patching and Resurfacing
Contract 23-032-LH*

This INDEPENDENT CONTRACTOR AGREEMENT MODIFICATION (hereinafter “Modification”) is entered into this ____ day of _____, 2024, between MACON-BIBB COUNTY, a political subdivision of the State of Georgia, (hereinafter “County”) and Reeves Construction Company, a corporation doing business in Macon, Georgia (hereinafter “Independent Contractor”), collectively referred to as the “Parties”, and individually may be referred to as “Party”. In consideration of the mutual promises and conditions contained in this Agreement, the Parties agree that the original Independent Contractor Agreement shall be modified as follows:

W I T N E S S E T H

1. Terms of Agreement. The Initial Independent Contractor Agreement needs to be modified to increase the contract amount because of the addition of Columbus Road from US 80 to Tidwell Road, Columbus Road from Knoxville Road to Pineworth Road and Columbus Road from Pineworth Road to Heath Road to the project. The addition of these three sections of Columbus Road will increase the contract by \$150,404.75. As a result of these changes the contract amount of \$2,793,057.46 has been changed to include the following changes:

Description

Addition of Columbus Road from US 80 to Tidwell Road,

Addition of Columbus Road from Knoxville Road to Pineworth Road

Addition of Columbus Road from Pineworth Road to Heath Road

These additional roads need to be added to the contract in order to meet the GDOT commitment requirements. As a result of this change to the contract, the contract will be increased by \$150,404.75. The new contract price is \$2,943,462.21.

2. All other terms if the original Independent Contractor Agreement between the parties, and all amendments thereto, not in direct conflict with the provisions herein remain in full force and effect.

WHEREFORE, the Parties, having read and understood the terms of this Modification, do hereby agree to such terms by execution of their signatures below.

On Behalf of Macon-Bibb County:

By: _____
Lester M. Miller, Mayor Date _____

Attest: _____
Janice Ross, Clerk of Commission Date _____

On Behalf of Reeves Construction Company:

By: _____
Signature of Independent Contractor Date _____

Printed Name of Independent Contractor Job Title of Signor _____

Attest: On this, the _____ day of _____ April _____, 2024____, before me personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and said person acknowledged that he/she executed the same for the purposes contained herein.

Signature of Notary Public (Notary Seal/Stamp)



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT WITH NORTH AMERICA FIRE EQUIPMENT COMPANY, INC. (“NAFECO”), IN THE AMOUNT OF ONE HUNDRED NINETY-SIX THOUSAND THREE HUNDRED DOLLARS AND 00/100 CENTS (\$196,300.00), FOR THE PURCHASE OF V-FORCE FIRE PROTECTIVE GEAR TO BE PAID FROM SPLOST 2018 FUND, PUBLIC SAFETY, FIRE UPGRADE, MACHINERY & EQUIPMENT LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Fire Department requires the purchase of new fire protective gear, to include sixty-five (65) Lion V-Force Khaki Armor AP coats and sixty-five (65) Lion V-Force Khaki Armor AP pants; and

WHEREAS, NAFECO is part of a national cooperative agreement with the General Services Administration Federal Acquisition Service under Contract Number GS-07F-0304W, which provides for competitive pricing for government organizations; and

WHEREAS, Macon-Bibb County Code of Ordinances Sec. 19-8 provides authority “to join with other units of government in cooperative purchasing plans when the best interests of Macon-Bibb County would be served thereby;” and

WHEREAS, Purchasing from NAFECO through the General Services Administration contract provides Macon-Bibb County with discounted pricing and reduced processing time on purchased items; and

WHEREAS, Procurement recommends this vendor and concurs with this contract award; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Macon-Bibb County Commission authorizes the Mayor to execute an agreement with North America Fire Equipment Company, Inc., in the amount of \$196,300.00 for the purchase of sixty-five (65) Lion V-Force Khaki Armor AP Pants and sixty-five (65) Lion V-Force Khaki Armor AP Coats, in substantially the same form as Exhibit A, attached hereto and incorporated by reference, to be paid from the 2018 SPLOST Fund, Public Safety, Fire Upgrade, Machinery & Equipment 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: _____
JANICE S. ROSS, Clerk of Commission

(SEAL)

Q:\RES MACON-BIBB\2024 Miller Authorizing Agreement with NAFECO for Fire Safety Equipment - \$196,300.00.docx

EXHIBIT A

PURCHASE AND SALE AGREEMENT

STATE OF GEORGIA

Re: *Purchase of V-Force Equipment*

COUNTY OF MACON-BIBB

This Purchase and Sale Agreement (hereinafter "Agreement") is entered into by and between Macon-Bibb County Government ("County"), a political subdivision of the State of Georgia, and North America Fire Equipment Company, Inc. ("NAFECO"), a foreign profit corporation authorized to do business in the State of Georgia, with a principal address of 1515 W. Moulton Street, Decatur, Alabama 35601, collectively the "Parties."

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, it is mutually agreed and covenanted by and between the Parties to this Agreement as follows:

1. Products. NAFECO agrees to sell and deliver to County sixty-five (65) Lion V-Force Khaki Armor AP Pants and sixty-five (65) Lion V-Force Khaki Armor AP Coats with Chief Officer Rank added to Back ("Equipment") as more specifically detailed in Exhibit A – Requisition No. 2023-1152 – Fire Safety Equipment, ("Exhibit A"), attached hereto and incorporated by reference.
2. Purchase Price. County agrees to pay, and NAFECO agrees to accept, the total purchase price of ONE HUNDRED NINETY-SIX THOUSAND THREE HUNDRED DOLLARS AND 00/100 CENTS (\$196,300.00) as full compensation and consideration for the Equipment as provided in Exhibit A. County will not pay any amount beyond the amount authorized in this Agreement. County is tax exempt and cannot agree to pay state or federal taxes.
3. Payment. Upon satisfactory delivery of the Equipment, NAFECO will provide a purchase invoice to the County. County agrees to pay the amount stated in Section 2 of this Agreement and the invoice will reflect this amount. Payment of invoice will be made no later than thirty (30) days from receipt of the invoice.
4. Delivery. The delivery method of the Equipment will be at the sole discretion of NAFECO, with delivery to be completed within four (4) weeks of contract execution. Upon delivery, and prior to acceptance, County shall inspect the Equipment for damage and sign an Acceptance of Delivery form. Risk of loss during transit of said Equipment, and at all times prior to County inspecting and signing an Acceptance of Delivery form, shall remain with NAFECO. County shall have the benefit of NAFECO's return policy in the event of any damage.
5. Manuals and Warranties. Upon delivery, NAFECO agrees to provide the County with any and all relevant manuals, instructions, and warranties for the Equipment.
6. Failure to Deliver Equipment. Should NAFECO fail to deliver the Equipment in the condition specified in Exhibit A, County shall have the right to withhold performance of payment until the Equipment is delivered as specified. In addition, County may also elect to cancel the purchase for non-performance by NAFECO.
7. Indemnification. NAFECO waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the County, its officers and employees, (collectively, "Releasees"), from any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, for any loss or damage for bodily injury, property damages and attorneys' fees related thereto, caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of NAFECO, its agents, employees, subcontractors, or others working at the direction or on behalf of NAFECO. NAFECO's obligation to indemnify any Releasees shall survive the expiration or termination of this Agreement by either Party for any reason. County is a

governmental subdivision of the State of Georgia and is prohibited by law from indemnifying any private parties.

8. Assignment. NAFECO shall not assign or subcontract the whole or any part of this Agreement without County's prior written consent.
9. Force Majeure. Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party's control or which makes performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances. This provision shall not apply to any delays caused by current COVID-19 pandemic conditions.
10. Applicable Law. This Agreement shall be governed by the laws of the State of Georgia, and the Parties agree that exclusive venue for any dispute arising from this Agreement shall be in any state or federal court of competent jurisdiction in Macon-Bibb County, Georgia. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.
11. Time is of the Essence. Time is of the essence with regard to performance of any services under this Agreement, unless the Parties agree otherwise in writing.
12. Titles, Captions, Headings. The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.
13. Amendments. This Agreement may not be modified or amended except by agreement in writing signed by the Parties hereto.
14. Exhibits. All exhibits attached to this Agreement are incorporated by reference into and made a part of this Agreement.
15. Severability. If any provision of this Agreement is held as a matter of law to be unenforceable or illegal, the remainder of the agreement shall be enforceable without such provision.
16. Entire Agreement. The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between County and NAFECO and fully supersedes any and all prior agreements or understanding among the Parties pertaining to the same subject matter. County and NAFECO affirm that the only consideration for their agreement to execute, and their execution of the Agreement, are the terms as stated herein, and that there are no other promises or agreement of any kind which have caused them to execute this Agreement. This Agreement and the covenants and conditions contained herein shall be binding upon and in use to the benefit of each of the Parties hereto and their respective successors, assigns and successors in title. The Parties further acknowledge that they fully understand the meaning and intent of this Agreement, including but not limited to its binding effect. The Parties acknowledge that they have had the benefit of consulting an attorney before executing this Agreement.
17. Counterparts. This Agreement may be executed in separate counterparts. The Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though not one counterpart contains all of the signatures of all the Parties to this Agreement.

18. Electronic Representation and Records. Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

WHEREFORE, the Parties, having read and understood the terms of this Agreement, do hereby agree to such terms by execution of their signatures below.

Macon Bibb County:

Lester Miller, Mayor

Date

Attest: _____
Janice Ross, Clerk of Commission

Date

North America Fire Equipment Company, Inc.:

Ronald Woodall, Vice President

Date

Attest: _____

Date

(Name/Title)

Q:\CONTRACTS\2024-1152 - NAFECO - Fire Uniforms - \$196,300.docx

EXHIBIT A

**MACON-BIBB COUNTY PROCUREMENT DEPARTMENT
AWARD RECOMMENDATION**

DATE	COMMODITY OR DESC.	PROJECT	GL ACCT CODE/ BUDGET	Requisition Number	Procurement Facilitator
4/25/2024		Public Safety - Fire Upgrade	323.3000.0008.542000 - Machinery & Equipment	2024-00001152	Charles Wimberly

The following documents are included with this recommendation:

- ☒ Buyer's Award Recommendation (this form)
- ☒ Administrative Transmittal Form
- ☒ GS Contract Agreement
- ☒ Copy of Recommended Vendor's Quote

After reviewing all proposals, the committee recommends: ☒ Award as Follows ☐ Reject all proposals, Re-solicit

VENDOR NAME	AMOUNT
North America Fire Equipment dba Nafeco	\$196,300.00

If recommending other than the lowest proposer, please answer the following:

Did the low proposer meet the requirements of the bid? ☒ Yes ☐ No ☐ N/A

REQUIREMENT AS STATED IN THE BID	HOW LOW BIDDER DID NOT MEET THE SPECIFICATION

Indicate why proposal should be rejected: ☐ Over budget ☐ No One Meets Specifications ☐ Other ☒ N/A

REJECTION JUSTIFICATION

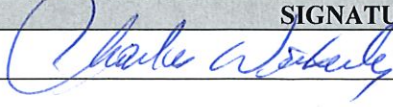
Award Requirements: ☐ HOLD FOR MBCC AWARD ☐ HOLD FOR MBCC ACTION

COMMENTS

Details of solicitation process:

COMMENTS
Requisition 2024-00001152 North America Fire Equipment dba Nafeco has a GS Contract for Promotional Helmets (GS-07F-0304) who was selected for this requisition. The use of the Federal Contract agreement is acceptable in accordance with Sec 19-8 of the Macon-Bibb County Code. Procurement recommends award to North America Fire Equipment dba Nafeco.

I have read the recommendation prepared by the department and agree with their recommendation. ☒ Yes ☐ No

TITLE	SIGNATURE	DATE
Procurement Facilitator		04/25/24

SPLOST

Requisition approval

Project: PUBLIC SAFETY - FIRE UPGRADE

Company: NAFECO

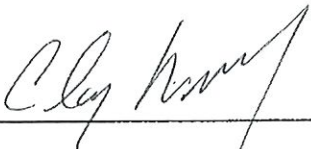
Amount: \$196,300.00

Account # 323,3000.0008.542000

PO # _____

Date 4/23/24

Approval:


Clay Murphey, Contract Oversight

4/23/24
Date


Julie Moore, Budget Department

Date

**NAFECO**

Mailing: P.O. Box 2928
Physical: 2601 Bellline Road
Decatur, AL 35602-2928
(800) 628-6233
info@nafeco.com

Quotation

Q1024041719012

Date: 2024-04-17
Expires: 2024-05-17
FOB:

Customer Number: MAC140
Customer Information: Macon-Bibb County Fire Departm
Address: 1191 1st St
Macon, GA 31201

Attention: Felicia Harper
Phone:
Email: FHarper@maconbibb.us
Prepared By: Brian Goldman

Qty	Item #	Description	Each	Total
65	PSGQ19480-D	Lion V-Force Coat Khaki Armor AP W/ Chief Officer Rank added to Back	\$1,805.00	\$117,325.00
65	PSGQ19480-D	Lion V-Force Pant Khaki Armor AP	\$1,215.00	\$78,975.00
			Subtotal	\$196,300.00
			Freight	TBD
			Total	\$196,300.00

tax & freight to be determined

Thank you for your business!

NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: nafeco.com

Macon Bibb County Fire Department
1191 First Street
Macon, GA 31201

Contract # GS-07F-0304W

Firefighting Ensemble

Quantity	Item	Cost
65	Lion V-Force Coat V-Force Lumbar Pants Suspenders Quote Attached	196,300

SUGGESTED VENDOR

NAFECO
1515 West Moulton Street
Decatur, AL 35601
1-800-628-6233
Brian Goldman
770-248-0049 Office
706-338-5748 Cell
brian.goldman@nafeco.com
www.nafeco.com

December 19th, 2021



NAFECO

North America Fire Equipment Company Inc.

FIRE • POLICE • EMS

**GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITION SERVICE
AUTHORIZED FEDERAL SUPPLY
SCHEDULE CATALOG**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage! a menu-driven database system.

The internet address for GSA Advantage! is <http://www.gsaadvantage.gov>

SCHEDULE TITLE: Schedule Number: 47QSMD20R0001

FSC Group: Various

Schedule Name: Multiple Award Schedule

CONTRACT NUMBER: GS-07F-0304W

CONTRACT PERIOD: March 11, 2010 - March 10, 2025

For more information on ordering from Federal Supply Schedules click on the GSA Schedules link at: www.gsa.gov

December 19th, 2021

CONTRACTOR: NORTH AMERICA FIRE EQUIPMENT COMPANY, INC. DBA NAFECO
1515 West Moulton Street
Decatur, AL 35601
PHONE: 256-353-7100 / TOLL FREE: 800-628-6233
FAX: 256-355-0852

CONTRACTOR'S ADMINISTRATION SOURCE:
Ronald Woodall, Contract Administrator
NORTH AMERICA FIRE EQUIPMENT COMPANY, INC. DBA NAFECO
1515 West Moulton Street
Decatur, AL 35601
Phone number: 256-353-7100, Ext. 127
E-Mail: rwoodall@nafeco.com

BUSINESS SIZE: Small Business

CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

SIN	DESCRIPTION
3152	Clothing Includes all types of clothing, such as work suits, coats, hoods, gloves, reflective clothing, camouflage, hazardous material clothing and gloves, etc.
316210	Footwear Includes all types of footwear, including shoes, boots, etc.
326220	Hoses, Valves, Fittings, Nozzles, Couplings and Related Accessories Includes all hoses, valves, fittings, nozzles, couplings, and related accessories.
332216	Law Enforcement, Firefighting and Rescue Tools, Equipment and Accessories includes firefighting and rescue equipment, such as jaws, cutters, axes, shovels, etc. Also includes products related to emergency preparedness and first responder equipment.
332999	Law Enforcement Personal Equipment Includes all personal equipment related to law enforcement, such as restraints, duty belts, flashlights, weapon scopes, gas masks, etc.
333314NV	Night Vision Equipment Includes night vision equipment, such as cameras with night vision, etc.
339112	Breathing Air Equipment and Related Items Includes breathing air equipment, inhalator devices, respiratory protection products, etc.
339113PA	Protective Apparel Includes all protective apparel, including firefighting suits and accessories, body armor, head protection, etc.
3FIRE	Fire Management Equipment Includes items required to manage fires, such as fire extinguishers, suppressants, pumps, portable tanks, retardant, etc.
611430ST	Security Training Includes all security training related to law enforcement, security, emergency preparedness and/or first responders. Examples include instructor-led training, web-based training, pre-set courses, training development, consulting services, Continuation of Operations Planning (COOP) services, etc.
OLM	Order-Level Materials (OLM) OLMs are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Schedule contract or BPA. OLM pricing is not established at the Schedule contract or BPA level, but at the order level. Since OLMs are identified and acquired at the order level, the ordering contracting officer (OCO) is responsible for making a fair and reasonable price determination for all OLMs.

December 19th, 2021

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:

(Government net price based on a unit of one)

Net GSA Price = the contractor should deduct the appropriate basic discount from the list price and add the prevailing Industrial Funding Fee (IFF) rate to the negotiated discounted price.

SIN	MODEL	PRICE
339113PA	5002	\$49.60
326220	DP15-800ARN-W	\$108.12
332999	LPGMX52	\$19.02
333314NV	72203-0411TC	\$3,895.00
332216	PHS	\$23.71
3FIRE	SKID-250	\$11,668.00
339112	3951320	\$18.87
3152	PAC IA-NB-S	\$19.35

1c. HOURLY RATES:

Not applicable

2. MAXIMUM ORDER*: per SIN per order

SIN	Max Order
3152	\$250,000.00
316210	\$250,000.00
326220	\$250,000.00
332216	\$250,000.00
332999	\$250,000.00
333314NV	\$250,000.00
339112	\$250,000.00
339113PA	\$250,000.00
3FIRE	\$250,000.00
611430ST	\$1,000,000.00
OLM	\$250,000.00

**If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.*

3. MINIMUM ORDER: \$50.00

December 19th, 2021

4. GEOGRAPHIC COVERAGE: 48 Contiguous States and the District of Columbia, Alaska, Hawaii, the Commonwealth of Puerto Rico, or U.S. territories and to a CONUS port or consolidation point for orders received from overseas activities.

5. POINT(S) OF PRODUCTION:

BRAND	PRODUCTION POINT
Shelby Specialty Gloves	Glenwood, AR - Pike County
Majestic Fire Apparel	Lehigh, PA - Carbon County
NAFECO SKID Units	Decatur, AL - Morgan County
PGI Inc	Green Lake, WI - Green Lake County
Key Fire Hose	Dothan, AL - Houston County
Quest Fire Apparel	St Johnsbury, VT - Caledonian County
Lion Apparel Inc	Hazel Green, KY - Wolfe
LION / BullEx	Albany, NY - Albany County
MN8 / Foxfire	Cincinnati, OH - Hamilton County
Ameri-Viz	Golden, Mississippi - Itawamba County
Kochek	Putnam, CT - Windham County
ERB Safety	Woodstock, GA - Cherokee County
Draeger	Telford, PA - Montgomery County
Avon	Tarrytown, NY - Westchester County
Flir	Estonia & Hong Kong
Ziamatic (ZICO)	Yardley, PA - Bucks County
Groves	Addison, IL - Dupage County / Willmar, MN - Kandiyohi County
SuperVac	Fort Collins, CO Larimer County
Flame Fighter	St Paul, MN - Dakota county

6. DISCOUNT FROM LIST PRICES: 1% - 46.00% from the accepted price list. For calculation of the GSA Schedule price (price paid by customers ordering from the GSA Schedule, and the price to be loaded in to **GSA Advantage!**), the contractor should deduct the appropriate basic discount from the list price and add the prevailing IFF rate to the negotiated discounted price (Net GSA price). Current IFF rate is 0.75%.

7. QUANTITY DISCOUNT(S): None

8. PROMPT PAYMENT TERMS: Net 30 Days

9.a Government Purchase Cards must be accepted at or below the micro-purchase threshold.

9.b Government Purchase Cards are accepted above the micro-purchase threshold.

10. FOREIGN ITEMS: None

11a. TIME OF DELIVERY: 30 - 90 Days ARO (depending on Manufacturer)

11b. EXPEDITED DELIVERY: 15-45 Days ARO (if in stock)

December 19th, 2021

11c. OVERNIGHT AND 2-DAY DELIVERY*: Contact the Contractor for availability and rates.

11d. URGENT REQUIREMENTS: Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

12. FOB POINT: Origin for all items except Brands flagged Destination by the Manufacture

13a. ORDERING ADDRESS: NORTH AMERICA FIRE EQUIPMENT COMPANY, INC. dba
NAFECO
1515 West Moulton Street
Decatur, AL 35601

14. PAYMENT ADDRESS: NORTH AMERICA FIRE EQUIPMENT COMPANY, INC. dba
NAFECO
1515 West Moulton Street
Decatur, AL 35601

15. WARRANTY PROVISION: Products have a standard commercial warranty. A 15% restocking fee is applicable. Customer should contact contractor for a copy of the warranty.

16. EXPORT PACKING CHARGES: N/A

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:
(any threshold above the micro-purchase level)

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): N/A

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): N/A

20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): N/A

20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A

22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A

23. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A

24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A

24b. Section 508 Compliance for EIT: N/A

25. DUNS NUMBER: 05-098-3451

26. NOTIFICATION REGARDING REGISTRATION IN SAM (previously CCR):
Registration valid until March 31, 2022



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION TO AUTHORIZE THE MAYOR TO EXECUTE AN AMENDMENT TO THE MANAGEMENT AGREEMENT WITH THE SUMMIT GROUP FOR THE 688 WALNUT STREET BUILDING IN THE AMOUNT OF \$129,113.00 PER YEAR TO PROVIDE FOR MAINTENANCE AND OPERATIONAL COSTS RELATED TO OFFICES USED BY COUNTY AGENCIES AND DEPARTMENTS, TO BE PAID FROM THE RENTS LINE ITEM IN EACH OCCUPYING DEPARTMENT OR AGENCY'S BUDGET; AND TO PROVIDE FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission authorized the purchase of the real property located at 688 Walnut Street, Macon, Georgia, on September 14, 2021 (the Property); and

WHEREAS, after the purchase of the Property was finalized, Macon-Bibb County entered into a Management Agreement with The Summit Group for the management of the Property with regard to lessees of office space within the building; and

WHEREAS, certain office spaces at the Property are not occupied by Macon-Bibb County agencies and departments, in addition to certain private businesses that have active leases and wish to remain at that location as tenants of Macon-Bibb County; and

WHEREAS, under the terms of the management agreement, rents paid to the management company are deposited into an operating account, from which the expenses of maintaining the Property and the management fees are paid; and

WHEREAS, remaining funds not required for maintenance or payment of the management fees are remitted to Macon-Bibb County as the property owner; and

WHEREAS, Macon-Bibb County wishes to amend the Management Agreement with Summit Group to provide for the payment of amounts equal to the rents that would have been paid by a third-party lessee, to ensure that sufficient funds are maintained in the operating account to properly maintain

the building and compensate the Summit Group for property management services in accordance with the terms of the original Management Agreement; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Macon-Bibb County Commission authorizes the Mayor to execute an Amendment to the Management Agreement with The Summit Group for the management of the property located 688 Walnut Street to provide for payment of an amount not to exceed ONE HUNDRED TWENTY-NINE THOUSAND, ONE HUNDRED THIRTEEN DOLLARS (\$129,113.00), per year, to be paid from the rents line item each occupying department or agency's budget, in substantially the same form at the attached Exhibit "A", incorporated herein by reference.

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

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

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

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

APPROVED AND ADOPTED this ____ day of _____, 2024.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2024 Miller Authorizing Amendment to 688 Walnut Management Agreement 4-17-24.docx

Exhibit A

STATE OF GEORGIA

COUNTY OF BIBB

AMENDMENT TO PROPERTY MANAGEMENT AGREEMENT

This AMENDMENT (“Amendment”) to the January 2022 Property Management and Leasing Agreement (the “Agreement”) is entered into this ____ of _____, 2024, by and between Macon-Bibb County, the “Owner”, and Summit Commercial Services, Inc., the “Agent”, a domestic corporation having its principal office and place of businesses in Macon-Bibb County, Georgia.

W I T N E S S E T H:

WHEREAS, Owner holds title to certain real property known as the First and Walnut Professional Building, hereinafter referred to as the “Property”, located at 688 Walnut Street, Macon, Georgia; and

WHEREAS, on or about January 5, 2022, Owner and Agent entered into a Property Management and Leasing Agreement, providing for the terms of Agent’s management and advertising of the property for rent; and

WHEREAS, certain departments operated by Owner are occupying or will occupy spaces within the Property; and

WHEREAS, the Parties hereto desire to amend the Agreement to provide for Owner to add funds necessary for the maintenance and upkeep of the Property to the reserve account and to provide for Agent to receive an amount commensurate with the commission Agent would have received through the open-market leasing of the spaces occupied by Owner’s personnel;

NOW THEREFORE, in consideration of the mutual covenants and promises made herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto do amend the original Agreement to add the following:

ARTICLE XXXIII

OWNER OCCUPIED SPACES

The Parties hereto agree and acknowledge that Owner is using Suites 101, 102, 103, 104, 200, and 202 for its own purposes. To ensure that Agent receives just compensation and that sufficient funds are available to pay any necessary maintenance and repair costs, Owner shall deliver funds to agent in the amount of TEN THOUSAND, SEVEN HUNDRED FIFTY-NINE DOLLARS AND THIRTY-FOUR CENTS (\$10,759.34) per month, payable each month or yearly at Owner’s discretion, for deposit into the Agent’s trust account. Any funds remaining in the trust account after Agent has received his four (4%) percent of gross rents as compensation and all repair and

maintenance costs shall be returned to Owner, along with any rents owed to Owner from third-party lessees.

All provisions of the original Agreement between the Parties and any and all subsequent amendments thereto not in direct conflict with this Amendment shall remain in full force and effect and are incorporated by reference as if fully set out herein.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the date first written above.

MACON-BIBB COUNTY ("OWNER")

By: _____ (SEAL)

Lester M. Miller, Mayor

Attest: _____

Janice S. Ross, Clerk of Commission

THE SUMMIT GROUP:

By: _____

Sterling D. Bailey, Managing Broker,

Property Manager

Georgia Real Estate License No. 40093

Firm # 018131



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY DEVELOPMENT AGREEMENT WITH THE MACON-BIBB COUNTY URBAN DEVELOPMENT AUTHORITY AND CARTER & ASSOCIATES COMMERCIAL SERVICES, LLC, IN THE AMOUNT OF \$174,905.00, TO PROVIDE FOR THE INITIAL PLANNING AND DEVELOPMENT OF A MULTI-USE DEVELOPMENT, TO BE PAID FROM THE BIBB MILL TAD BUDGET – PROFESSIONAL SERVICES LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Commission has a significant interest in long-term economic development throughout Macon-Bibb County and desires to invest in projects that will bring economic and cultural development of all corners of the community; and

WHEREAS, the Macon-Bibb County Urban Development Authority (the “UDA”) has been vested with the power to contribute to the revitalization and redevelopment of the County’s central business district by financing projects to promote the public good and general welfare, trade, commerce, industry, and employment opportunities in the County; and

WHEREAS, the UDA has established specific public goals for the urban core of the County, including without limitation increasing parking, facilitating the usage of on-street parking to support retail establishments, supporting the Macon-Bibb County Auditorium and other entertainment event venues within the central business district of the County, supporting tourism in the County, and increasing pedestrian usage of the central business district; and

WHEREAS, the UDA and Macon-Bibb County government desire to construct a mixed-use development in the Bibb Mill area (the “Project”), adjacent to the Ocmulgee Mounds National Historic Park; and

WHEREAS, the UDA and Macon-Bibb County have determined that partnering with a private developer will allow for the effective construction and operations of the Project; and

WHEREAS, Request for Proposal (RFP) 2024-0012-LH was posted on the Macon-Bibb County Procurement page and the Georgia Procurement Registry on December 21, 2023; and

WHEREAS, the posted RFP reached ninety-eight (98) vendors, of whom, four (4) were African American, and one (1) was Hispanic/Latino; and

WHEREAS, on the published close date for submission, one (1) response was received by the Procurement department; and

WHEREAS, Carter & Associates Commercial Services, LLC, (the “Developer”) was the lowest and only responsive and responsible bidder; and

WHEREAS, Procurement concurs with this award recommendation; and

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

NOW, THEREFORE BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same that the Commission authorizes the Mayor to execute a Preliminary Development Agreement with the Authority and the Developer, in the amount of ONE HUNDRED SEVENTY-FOUR THOUSAND, NINE HUNDRED FIVE DOLLARS AND 00/100 CENTS (\$174,905.00), in substantially the same form as Exhibit “A” attached hereto and incorporated herein by reference and with costs to be paid from the Bibb Mill TAD Budget – professional services 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.

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

APPROVED AND ADOPTED this ____ day of _____, 2024.

By: _____
LESTER M. MILLER, Mayor

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

Exhibit A

PRELIMINARY DEVELOPMENT AGREEMENT BETWEEN
MACON-BIBB COUNTY,
MACON-BIBB COUNTY URBAN DEVELOPMENT AUTHORITY,
AND CARTER & ASSOCIATES COMMERCIAL SERVICES, LLC

This Agreement is made and entered into this ____ day of _____, 2024, by and between Macon-Bibb County, Georgia, a political subdivision of the State of Georgia (“County”) and the Macon-Bibb County Urban Development Authority, (“UDA”) a public corporation created by statute, hereinafter collectively referred to as the “County Parties” and Carter & Associates Commercial Services, LLC, (“Developer”), a domestic limited liability company having a principal address of 39 Georgia Avenue, Suite 200, Atlanta, GA 30312, collectively referred to as the “Parties”.

WHEREAS, County wishes to develop certain properties adjacent to the Ocmulgee Mounds National Historical Park, more readily identifiable as the properties identified in Exhibit A, attached hereto and incorporated by reference, collectively referred to as the “Property”; and

WHEREAS, the County published a Request for Proposal concerning the development of the Property; and

WHEREAS, the Developer was selected to assist the County and the UDA in the development of the Property; and

WHEREAS, the UDA wishes to assist the County in developing the Property; and

WHEREAS, Developer, UDA, and County desire to develop the Property as a public-private enterprise, which will add a significant economic benefit to the East Macon area; and

WHEREAS, it is anticipated that the UDA will acquire title to the Property in the future; and

WHEREAS, the development of the Property will further County’s and UDA’s joint goals of urban development, redevelopment, and revitalization, benefitting all the citizens of Macon-Bibb County.

NOW, THEREFORE, the Parties agree as follows:

1. Upon execution and delivery of a Comprehensive Development Agreement (the “Development Agreement”) to be negotiated by the Parties, the County shall convey to UDA by quitclaim deed, any and all parcels comprising the Property for the purposes of development in a manner substantially in accordance with the Conceptual Design Plans, attached hereto as Exhibit B and incorporated by reference, with the understanding and on the express condition that unless otherwise agreed in writing, UDA shall pay to County all proceeds of such development, less the UDA’s expenses in the project, any bond debt service payments related to the project, and any payments into a sinking/reserve fund, and commission. Such commission, including any

commissions paid to UDA or any third parties, shall not, in the aggregate, exceed 5% of the proceeds of development of the Property. The County shall provide a guaranty of any municipal bonds issued in relation to the project in accordance with the Development Agreement.

2. County shall pay to Developer ONE HUNDRED SEVENTY-FOUR THOUSAND, NINE HUNDRED FIVE DOLLARS AND 00/100 CENTS (\$174,905.00) for preliminary tasks including as outlined in the Proposed Deal Structure Summary, attached hereto as Exhibit C and incorporated herein by reference.
3. Pursuant to the Development Agreement between the Parties, The Parties shall negotiate an ownership and leasing structure whereby Developer shall have sufficient authority and control for the purposes of developing the property in a similar manner with the attached Exhibit B. The Parties agree and acknowledge that the final structures may differ from those shown in Exhibit B and that the attachment of said Exhibit is for general informational purposes only and in no way binds the parties to the specifications of those drawings. During the negotiation of the Development Agreement, the Parties may determine to modify or deviate from the attached development plans.
4. The Development Agreement is expected to include, but not be limited to provisions such as: (1) the UDA shall own all land and improvements associated with the Property; (2) UDA and Developer shall negotiate and enter into a long-term ground lease for the Property; (3) the Developer will design and construct the development on the Property, subject to the design approval of the County Parties; (4) the UDA will use fees generated by a Payment-in-lieu-of-taxes ("PILOT") structure, which shall require Developer to pay all PILOT fees for the mixed-use development, to pay debt service on any bonds as may be required to finance the development; and (5) fees generated under the PILOT structure will be substantially equivalent to typical ad valorem taxes that Developer would otherwise be required to pay.
5. Each County Party's obligations under this agreement are subject to: (1) the continuing due diligence investigation by the parties of the site and development plan; (2) the determination in each party's sole discretion of the financial feasibility of the development plan; (3) the Bonds being sold on terms that are satisfactory to the County Parties in each party's sole discretion; and (4) County being able to convey to UDA clear and marketable title to the Property herein described. If for any reason any of the foregoing conditions are not met to the satisfaction of the County Parties, the provisions of this agreement shall at the option of either County Party, to be evidenced in writing, be cancelled, and the County shall have no rights against the UDA, and the UDA shall have no right against the County.

6. If development of the mixed-use structure is not undertaken within two (2) years from the date of the Development Agreement, the Property shall revert back to County within thirty (30) days of a written request for such return, at no cost to the County.

AGREED UPON AND ACKNOWLEDGED BY:

MACON-BIBB COUNTY, GEORGIA

By: _____

Lester M. Miller, Mayor

[SEAL]

Attest: _____

Janice S. Ross, Clerk of Commission

MACON-BIBB COUNTY URBAN
DEVELOPMENT AUTHORITY:

By: _____

Kathryn Gerhardt, Chair

Attest: _____

J. Alexander Morrison, Secretary

CARTER & ASSOCIATES COMMERCIAL
SERVICES, LLC:

By: _____

_____(name/title)

Attest: _____

Exhibit A

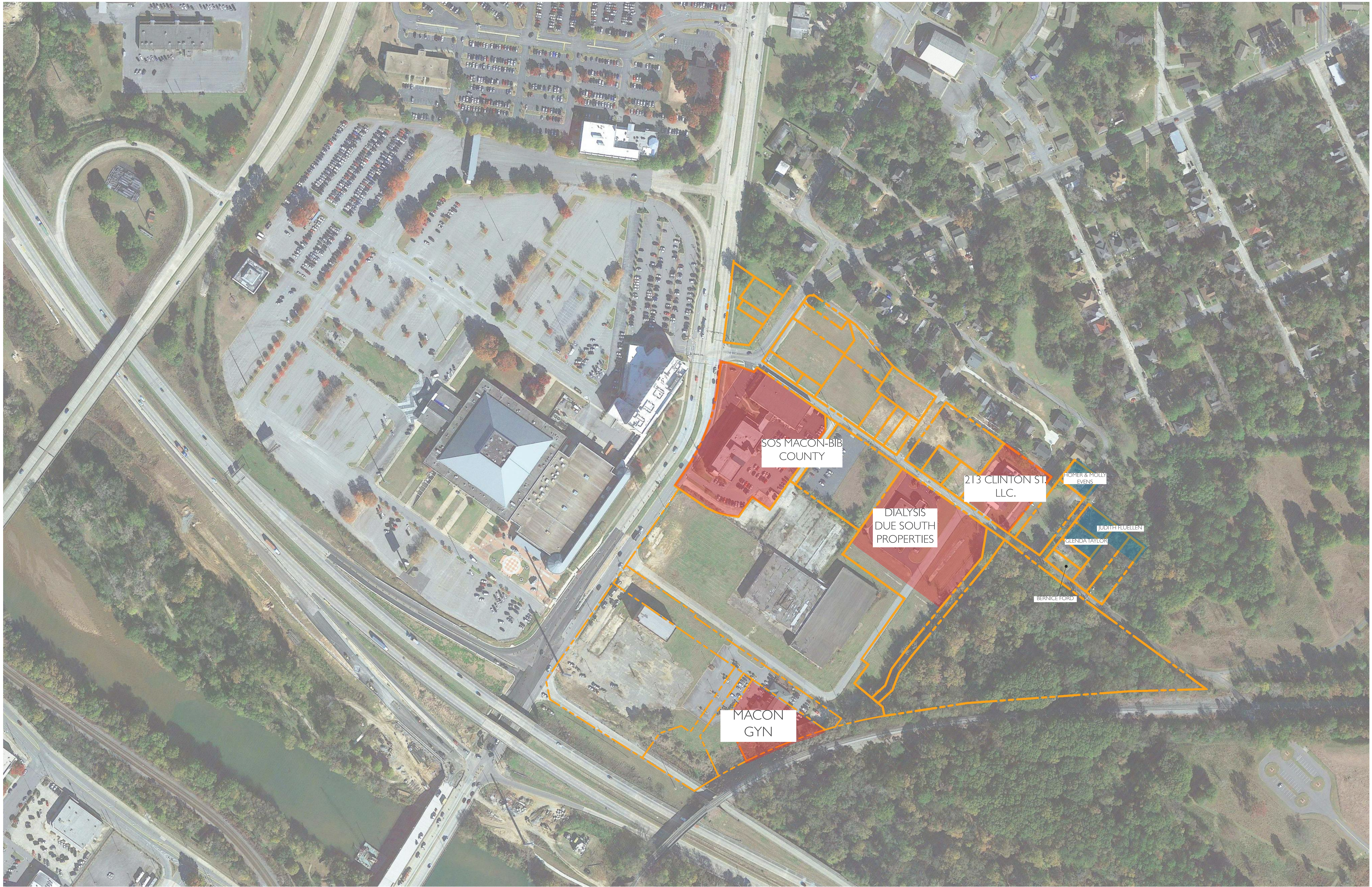
East Bank Property

Exhibit B

Conceptual Design Plans



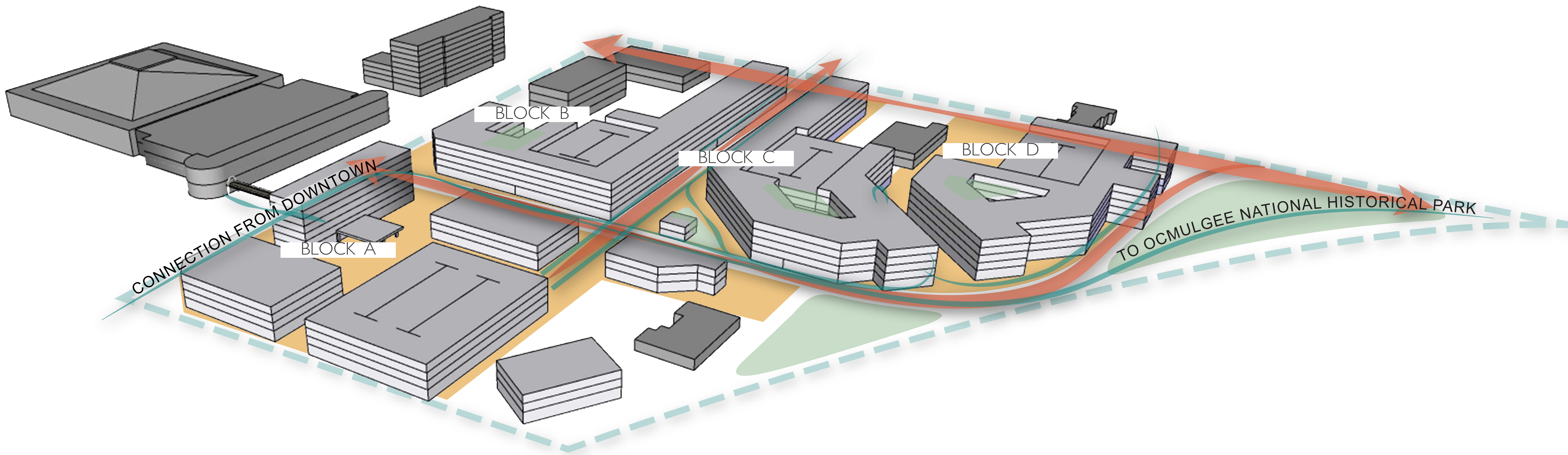






KEY LEGEND

- OPPORTUNITY FOR GREEN SPACE
- BLOCKS FOR DEVELOPMENT
- ↔ MAJOR CONNECTOR ROADS
- PEDESTRIAN CONNECTIONS
- - - LIMIT OF WORK















BLOCK A		
• GROSS SQUARE FOOTAGE :		312,500 SF
• HOTEL (7 STORIES) :		94,500 SF
• OFFICE (5 STORIES) :		190,000 SF
• COMMERCIAL:		17,000 SF
• PARKING (5 STORIES)		

BLOCK B		
• GROSS SQUARE FOOTAGE :		345,000 SF
• COMMERCIAL :		16,000 SF
• RESIDENTIAL UNITS		275 UNITS
• PARKING (5 STORIES)		

BLOCK C		
• GROSS SQUARE FOOTAGE :		351,400 SF
• COMMERCIAL :		23,400 SF
• RESIDENTIAL UNITS		275 UNITS
• PARKING (5 STORIES)		

BLOCK D		
• GROSS SQUARE FOOTAGE :		287,500 SF
• RESIDENTIAL UNITS		275 UNITS
• PARKING (5 STORIES)		

Exhibit C

Proposed Deal Structure Summary

4.3.2 Proposed Deal Structure Summary

Carter has structured numerous public-private partnerships in a variety of ways. These partnerships have been determined after months of due diligence, strategic planning, and negotiation.

We believe that all parties will be in a better position to have a mutually beneficial transaction structure, development agreement, design standards, financing approach, etc. after 12 months of working together as part of an Exclusive Diligence Period, so currently, Carter is not able to develop a formalized response to sections 4.3.2, 4.3.3, and 4.3.4.

Some of the concepts to be defined during the Exclusive Diligence Period are outlined below:

Master Plan – Macon-Bibb County and Carter will partner together to design a master plan for the site. This master plan will then be executed by Carter in phases as the market allows.

Land Contracts – The optimal terms, timing, and structure for each land transaction will vary depending on the phase of the development and will be key to the success and feasibility of the overall project.

Macon-Bibb County Non-Compete – Macon-Bibb County cannot sell or lease any development parcels or existing assets within the County city limits to a private developer for an agreed upon amount of time without Carter's approval. This will avoid competition for new commercial and residential development and help ensure Macon-Bibb County and Carter's joint success in the development.

Macon-Bibb County ROFO – Macon-Bibb County will have a right of first offer to purchase the vertical improvements if Carter intends to market the improvements for sale.

Macon-Bibb County Support for Project Incentives – This project will be developed in several phases over multiple years. The development will include varied product types that will each require different planning and financing. Carter anticipate pursuing local, state, and even federal incentives to support the success of the project. Macon-Bibb County's political support will be key in these efforts.

Macon-Bibb County Termination Right – Macon-Bibb County will have a right to terminate an agreement on land that hasn't been included in an individual phase if Carter hasn't had any active development in process within an agreed upon timeframe.

4.3.2 Proposed Deal Structure Summary continued on page 5

4.3.2 Proposed Deal Structure Summary (CONTINUED)

Additional investigation will be required to appropriately develop the deal structure, project pro-forma, and conceptual project budget. To complete those items, Carter is proposing to provide the tasks on the following page for a lump sum fee of **\$174,905.00**:

- **TASK 1** – Gather available base information for the project, along with establishing a preliminary development program. Make a site visit with Macon-Bibb County staff to gain an understanding of the existing conditions and context to the surrounding communities. Anticipated duration of Task 1 is two months.
- **TASK 2** – Facilitate a 1-day master planning charrette to include key stakeholders from the County. The charrette will be an interactive work session that will focus on finalizing the development program, establishing the core values and vision for the development, and preparing initial site concept sketch plans.
- **TASK 3** – Prepare a summary document to memorialize the results of the charrette. The document will include an overview of the project goals and vision, a development program summary, a collection of the sketch graphics generated during the charrette and a final master plan concept for the district. Anticipated duration of Tasks 2 and 3 is two months.
- **TASK 4** – Develop a phasing plan based on a collaborative approach with the Macon-Bibb County while taking into account market realities.
- **TASK 5** – Perform underwriting of first phase of project review feasibility and deal structure options to proceed with Macon-Bibb County. Anticipated duration for Tasks 4 and 5 is two months.



LEGISLATIVE SPONSORS

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

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION URGING THE UNITED STATES CONGRESS TO ADOPT THAT LEGISLATION KNOWN AS THE “OCMULGEE MOUNDS NATIONAL PARK AND PRESERVE ESTABLISHMENT ACT”; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, being the constitutional level of government closest to their constituents, Georgia counties are on the front lines of addressing the needs and interests of their constituents and ensuring the preservation of their stories and history; and

WHEREAS, the Ocmulgee Mounds in Macon, Georgia, contain evidence of over 12,000 years of continuous human habitation, and served as a central gathering point for native tribes throughout the region; and

WHEREAS, the handmade earthen mounds located along the Ocmulgee River served as meeting spaces, burial mounds, and other ceremonial sites that were central components of the occupants’ cultures and daily lives; and

WHEREAS, in the 1820s and 1830s, the inhabitants of these sacred sites were forcibly removed from their ancestral homes to the territory now known as Oklahoma; and

WHEREAS, the Macon-Bibb County Commission has made a conscientious effort to reestablish and build relationships with the descendants of those members of the Muscogee (Creek) tribe that were forcibly removed from the land now known as Macon-Bibb County; and

WHEREAS, in furtherance of those efforts, the Macon-Bibb County Commission voted on December 15, 2020, in Resolution R-20-0274, to donate over 240 acres of land to the United States Department of the Interior for incorporation into the Ocmulgee Mounds National Historical Park; and

WHEREAS, in furtherance of those efforts, the Macon-Bibb County Commission voted on December 20, 2022, to adopt Ordinance O-22-0073, to make it the official policy of the Macon-

Bibb County government to promote the efforts of the Muscogee (Creek) Nation and its people in Macon-Bibb County, and to support their official interests, and to acknowledge the significance that the lands now constituting Macon-Bibb County have to its ancestors and to its people today; and

WHEREAS, as part of the official policy of support and partnership with the Muscogee (Creek) Nation, the Macon-Bibb County government has flown the flag of the Muscogee (Creek) Nation alongside the flags of the United States and the State of Georgia at Macon City Hall since January 20, 2023; and

WHEREAS, establishing the Ocmulgee Mounds National Historical Park as the Ocmulgee Mounds National Park and creating the Ocmulgee Mounds National Preserve, including the co-management of both by the tribe, would guarantee the preservation, and protection of the millennia of culture and relics contained in these sites for the education and enjoyment of current and future generations; and

WHEREAS, this legislation would also promote educating people about tribal heritage and culture, including tribe members, residents of Macon-Bibb County, and visitors from around the world for generations to come; and

WHEREAS, the Macon-Bibb County Commission finds that this resolution will benefit and promote the health, safety, morals, and welfare of the citizens of Macon-Bibb County and state of Georgia.

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission that Macon-Bibb County government reaffirms its commitment to promote the efforts of the Muscogee (Creek) Nation and its people in Macon-Bibb County, to support their official interests, and to acknowledge the significance that the lands now constituting Macon-Bibb County have to its ancestors and to its people today.

BE IT FURTHER RESOLVED, that the Macon-Bibb County Commission specifically urges the United States Congress to pass the Ocmulgee Mounds National Park and Preserve Establishment Act, being House Bill No. 8182 and Senate Bill No. 4216 in the current session of the 118th Congress; and

BE IT FURTHER RESOLVED, that the Macon-Bibb County Commission specifically urges President Joe Biden to sign the Ocmulgee Mounds National Park and Preserve Establishment Act into law promptly upon passage by the Congress; and

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded by the Clerk of Commission to each member of the Congressional delegation representing the State of Georgia; to Speaker Mike Johnson of the United States Congress, to President Kamala Harris of the United States Senate, to United States President Joe Biden, to Principal Chief David Hill of the Muscogee (Creek) Nation, and to all others who might support the policies and positions adopted herein.

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

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Legislation 5-2-24.Docx