



Board of County Commissioners Pre-Commission Meeting

October 15, 2024 | 5:00 PM

City Hall
700 Poplar Street
Macon, GA 31201

Mayor Lester M. Miller
Mayor Pro Tem Seth Clark
Commissioner Valerie Wynn
Commissioner Paul Bronson
Commissioner Stanley Stewart
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 minutes from the October 1, 2024 Pre-Commission meeting
(Sponsored by: Lester M. Miller, Mayor)

3. New Alcohol Beverage Licenses

- a. Daanish 2353 D.B.A. USA Grocery located at 2353 Ingleside Avenue, Macon, GA 31204
(Sponsored by: Lester M. Miller, Mayor)
- b. Krunch N Munch Food Mart located at 2793 Montpelier Avenue

Reviewed by Legal. Business location's gas pumps are not functional and business does not offer the food products required to meet the criteria of a Food Mart as defined in MBC Sec. 4-1. Business location is a Vice Mart and pursuant to MBC Sec. 4-36(9)(B) Vice Marts shall not receive new alcohol licensure. Legal recommends denial. (Sponsored by: Lester M. Miller, Mayor)

- c. Shurling Food Mart located at 2904 Shurling Drive, Macon, GA

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

- d. Bamba Mex Grill located at 4524 Forsyth Road, Macon, GA 31210
Legal recommends approval. (Sponsored by: Lester M. Miller, Mayor)
- e. B. P. Mart located at 3843 Bloomfield Road, Macon, GA
Legal recommends approval. (Sponsored by: Lester M. Miller, Mayor)
- f. Lucky Food Mart located at 3390 Jeffersonville Road, Macon, GA 31217
Legal recommends approval (Sponsored by: Lester M. Miller, Mayor)

4. Contracts and Purchase Orders for Approval

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Master Services Agreement With Terracon Consultants, Inc. For The Performance Of Environmental Testing And Inspection Services (Sponsored by: Lester M. Miller, Mayor)
- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Warren Associates, Inc. To Perform Campground Renovations At Lake Tobesofkee, In The Amount Of \$597,270.00, To Be Paid From The SPLOST 2018 Fund – Recreation – Lake Tobesofkee – Property Line Item (Sponsored by: Lester M. Miller, Mayor)
- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Change Order To Macon-Bibb County's Pension Administration And Actuarial Services Agreement With ACCG To Provide An Additional One-Time Pensionable Earnings And Data Audit Support Service, In The Total Amount Of \$160,000.00, To Be Paid From The Trust Corpuses Of The Three Pension Plans On A Prorated Basis; To Authorize The Mayor To Execute Future Change Orders Consistent With The Macon-Bibb County Code Of Ordinances, To Be Paid In The Same Manner; (Sponsored by: Lester M. Miller, Mayor, Paul Bronson, Commissioner)
- d. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Enter Into An Agreement With Energy Systems Southeast, LLC, For The Purchase Of Generators For Public Safety Radio Towers In An Amount Not To Exceed \$101,430.00, Payable From 2018 SPLOST Funds; (Sponsored by: Lester M. Miller, Mayor)

5. Grants

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of An Office Of Juvenile Justice Delinquency Prevention Fy24 Byrne Discretionary Community Project Grant From The Department Of Justice, In The Amount Of \$240,000.00, With No Local Match, Awarded To The Macon Judicial Circuit District Attorney's Office (Sponsored by: Lester M. Miller, Mayor)

6. Leases

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Lease Agreement With Tri-State Charter, LLC For The Lease Of A

Large Hangar At The Middle Georgia Regional Airport; (Sponsored by: Lester M. Miller, Mayor)

7. Transfer Certain Real Property to the Urban Development Authority

- a. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Transfer Certain Real Property To The Urban Development Authority
(Sponsored by: Lester M. Miller, Mayor)

8. Executive Session

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

**MINUTES OF THE
MACON-BIBB PRE-COMMISSION MEETING MEETING
October 15, 2024 – 5:00 PM
City Hall
(Commission Chamber)**

The Pre-Commission Meeting of the Macon-Bibb County Commission was held on October 15, 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 Valerie Wynn
Commissioner Paul Bronson
Commissioner Stanley Stewart
Commissioner Raymond Wilder
Commissioner Bill Howell
Commissioner Virgil Watkins
Commissioner Brendalyn Bailey

COMMISSIONER MEMBERS ABSENT:

Commissioner Mallory Jones

STAFF PRESENT

Duke Groover, Interim County Attorney
Janice Ross, Clerk of Commission
Keith Moffett, County Manager
Julie Moore, Assistant County Manager
Michael McNeill, Sr. Asst Co. Attorney
Sara Davis, Asst. Co. Attorney
Andreanna Beavers, Asst. Co. Attorney
Frank Howard, Asst. Co. Attorney
Chris Floore, Communications
Olivia Waters, Communications
Edna Adams, Communications

1. Call to Order

Mayor Lester M. Miller

Mayor Miller stated he wanted to start the meeting by making a statement regarding the vote taken at a recent Commission meeting regarding the plaque that was requested through the Parks and Beautification Department, regarding Charlie Bengner. He continued that for all intents and purposes, the vote passed at the previous meeting. However, that vote carries in the Ordinance that allows the Mayor the authority whether or not to accept the donated plaque. He stated that at this time, as Mayor, I have decided not to accept the donated plaque and have requested that the Daughters of the Confederacy as well as local African American Leaders and NAACP members facilitate a meeting to discuss the request in more depth, at which time we will hold off on any decision for the installation of any plaque at Rose Hill Cemetery until such time as we get a report and at that time we will announce that to the public. If it should come back, some people could speak regarding the item then. He stated that he would repeat this at the 6:00 p.m. meeting.

2. Approval of Minutes

- a. Approval of the minutes from the October 1, 2024 Pre-Commission meeting (Sponsored by: Lester M. Miller, Mayor)
On motion of Commissioner Watkins, seconded by Commissioner Bronson

and carried with a vote of six to two with Commissioners Bronson, Stewart, Clark, Wilder, Howell and Watkins casting affirmative votes and Commissioners Wynn and Bailey casting the dissenting votes the Rules of Procedure were temporarily suspended in order to change the votes of the October 1, 2024 Pre-Commission meeting regarding the Resolution Of The Macon-Bibb County Commission To Approve The Installation And Dedication Of A Donated Plaque In Memory Of Charley Bengner At Soldier's Square In Rose Hill Cemetery.

On motion of Mayor Pro Tem Clark, seconded by Commissioner Bronson and carried by a vote of seven to one with Commissioners Bronson, Stewart, Clark, Wilder, Howell, Watkins and Bailey casting the affirmative votes and Commissioner Wynn casting the dissenting vote Commissioners Bronson, Watkins and Mayor Pro Tem Clark changed their votes in the October 1, 2024 Pre-Commission meeting to "no" making the final vote on the Resolution Of The Macon-Bibb County Commission To Approve The Installation And Dedication Of A Donated Plaque In Memory Of Charley Bengner At Soldier's Square In Rose Hill Cemetery five to three, marking the final vote Commissioners Wynn, Jones Wilder Howell and Bailey voting in the affirmative and Commissioners Bronson , Wynn and Mayor Pro Tem Clark casting dissenting votes.

During debate on the motion to change the vote records for the October 1, 2024 Pre-Commission meeting, Commissioner Howell noted that all Commissioners received the meeting agenda and complete copies of all of the materials for each agenda item, and had ample knowledge and information to cast an informed vote at the time of the meeting.

Commissioner Howell requested that these comments be expressly stated in the minutes of the meeting.

On motion of Mayor Miller, seconded by Mayor Pro Tem Clark and carried unanimously, the minutes were approved as amended.

3. New Alcohol Beverage Licenses

- a. Daanish 2353 D.B.A. USA Grocery located at 2353 Ingleside Avenue, Macon, GA 31204

(Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Miller, seconded by Mayor Pro Tem Clark and carried unanimously, the Daanish 2353 D.B.A. USA Grocery located at 2353 Ingleside Avenue, Macon, GA 31204 was denied.

Reviewed by Legal. Business location's gas pumps are not functional and business does not offer the food products required to meet the

criteria of a Food Mart as defined in MBC Sec. 4-1. Business location is a Vice Mart and pursuant to MBC Sec. 4-36(9)(B) Vice Marts shall not receive new alcohol licensure. Legal recommends denial.

- b. Krunch N Munch Food Mart located at 2793 Montpelier Avenue

Reviewed by Legal. Business location's gas pumps are not functional and business does not offer the food products required to meet the criteria of a Food Mart as defined in MBC Sec. 4-1. Business location is a Vice Mart and pursuant to MBC Sec. 4-36(9)(B) Vice Marts shall not receive new alcohol licensure. Legal recommends denial.

(Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Pro Tem Clark, seconded by Commissioner Bailey and carried unanimously, the new alcohol beverage license for Krunch N Munch Food Mart located at 2793 Montpelier Avenue was denied.

- c. Shurling Food Mart located at 2904 Shurling Drive, Macon, GA

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

On motion of Mayor Miller, seconded by Commissioner Bailey and by a vote of 5 to 3 with Mayor Pro Tem Clark, Commissioner Wynn, Commissioner Wilder, Commissioner Howell, Commissioner Bailey casting the affirmative votes and Commissioner Bronson, Commissioner Watkins, Commissioner Stewart casting the dissenting vote, the new alcohol beverage license for Shurling Food Mart located at 2904 Shurling Drive, Macon, GA was approved/

Legal recommends approval.

- d. Bamba Mex Grill located at 4524 Forsyth Road, Macon, GA 31210

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

On motion of Mayor Miller, seconded by Commissioner Wynn and carried unanimously, the new alcohol beverage license for Bamba Mex Grill located at 4524 Forsyth Road, Macon, GA 31210 was approved.

Legal recommends approval..

- e. B. P. Mart located at 3843 Bloomfield Road, Macon, GA

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

On motion of Commissioner Wilder, seconded by Commissioner Bailey and carried unanimously, the new alcohol beverage license for B. P. Mart located at 3843 Bloomfield Road, Macon, GA was approved.

Legal recommends approval.

- f. Lucky Food Mart located at 3390 Jeffersonville Road, Macon, GA 31217

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

On motion of Mayor Miller, seconded by Commissioner Howell and by a vote of 5 to 3 with Mayor Pro Tem Clark, Commissioner Wynn, Commissioner Wilder, Commissioner Howell, Commissioner Bailey casting the affirmative votes and Commissioner Bronson, Commissioner Watkins, Commissioner Stewart casting the dissenting vote, the new alcohol license for Lucky Food Mart located at 3390 Jeffersonville Road, Macon, GA 31217 was approved.

Legal recommends approval.

4. Contracts and Purchase Orders for Approval

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Master Services Agreement With Terracon Consultants, Inc. For The Performance Of Environmental Testing And Inspection Services (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Miller, seconded by Commissioner Wynn and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Master Services Agreement With Terracon Consultants, Inc. For The Performance Of Environmental Testing And Inspection Services was approved.

- b. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Warren Associates, Inc. To Perform Campground Renovations At Lake Tobesofkee, In The Amount Of \$597,270.00, To Be Paid From The SPLOST 2018 Fund – Recreation – Lake Tobesofkee – Property Line Item (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Wynn, seconded by Commissioner Wilder and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute An Agreement With Warren Associates, Inc. To Perform Campground Renovations At Lake Tobesofkee, In The Amount Of \$597,270.00, To Be Paid From The SPLOST 2018 Fund – Recreation – Lake Tobesofkee – Property Line Item was approved.

- c. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Change Order To Macon-Bibb County's Pension Administration And Actuarial Services Agreement With ACCG To Provide An Additional One-Time Pensionable Earnings And Data Audit Support

Service, In The Total Amount Of \$160,000.00, To Be Paid From The Trust Corpuses Of The Three Pension Plans On A Prorated Basis; To Authorize The Mayor To Execute Future Change Orders Consistent With The Macon-Bibb County Code Of Ordinances, To Be Paid In The Same Manner; (Sponsored by: Lester M. Miller, Mayor, Paul Bronson, Commissioner)

On motion of Commissioner Bronson, seconded by Commissioner Wilder and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Change Order To Macon-Bibb County's Pension Administration And Actuarial Services Agreement With ACCG To Provide An Additional One-Time Pensionable Earnings And Data Audit Support Service, In The Total Amount Of \$160,000.00, To Be Paid From The Trust Corpuses Of The Three Pension Plans On A Prorated Basis; To Authorize The Mayor To Execute Future Change Orders Consistent With The Macon-Bibb County Code Of Ordinances, To Be Paid In The Same Manner was approved.

- d. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Enter Into An Agreement With Energy Systems Southeast, LLC, For The Purchase Of Generators For Public Safety Radio Towers In An Amount Not To Exceed \$101,430.00, Payable From 2018 SPLOST Funds; (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bronson, seconded by Commissioner Wynn and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Enter Into An Agreement With Energy Systems Southeast, LLC, For The Purchase Of Generators For Public Safety Radio Towers In An Amount Not To Exceed \$101,430.00, Payable From 2018 SPLOST Funds was approved.

5. Grants

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of An Office Of Juvenile Justice Delinquency Prevention Fy24 Byrne Discretionary Community Project Grant From The Department Of Justice, In The Amount Of \$240,000.00, With No Local Match, Awarded To The Macon Judicial Circuit District Attorney's Office (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Bailey, seconded by Commissioner Wynn and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Acceptance Of An Office Of Juvenile Justice Delinquency Prevention Fy24 Byrne Discretionary Community Project Grant From The Department Of Justice, In The Amount Of \$240,000.00, With No Local Match, Awarded To The Macon Judicial Circuit District Attorney's Office was approved.

6. Leases

- a. A Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Lease Agreement With Tri-State Charter, LLC For The Lease Of A Large Hangar At The Middle Georgia Regional Airport; (Sponsored by: Lester M. Miller, Mayor)

On motion of Commissioner Howell, seconded by Mayor Pro Tem Clark and carried unanimously, the Resolution Of The Macon-Bibb County Commission Authorizing The Mayor To Execute A Lease Agreement With Tri-State Charter, LLC For The Lease Of A Large Hangar At The Middle Georgia Regional Airport was approved.

7. Transfer Certain Real Property to the Urban Development Authority

- a. A Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Transfer Certain Real Property To The Urban Development Authority (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Miller, seconded by Commissioner Bailey and carried unanimously, the Resolution Of The Macon-Bibb County Commission To Authorize The Mayor To Transfer Certain Real Property To The Urban Development Authority was approved.

8. Executive Session

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

Respectfully Submitted:

Janice S. Ross
Clerk of the Commission

Added to the October 15, 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, 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

Select One: New Business Change of location Change of Business

BUSINESS

Federal Tax ID #: 46-2021044 State Tax ID #: 20222175020
 Business Name: USA Grocery-3 Corporate and Trade Name: Daqniish 2353, LLC
 Local Business Address: 2353 Ingleside Ave. Macon, GA 31204
(P.O. Box Not Allowed) City State Zip
 Mailing Address: 2353 Ingleside Ave. Macon, GA 31204
 Local Business Phone #: 478-238-4629 Email Address: [REDACTED]
 Contact Person: Khurram Shahbaz Contact Phone #: [REDACTED]

AGENT

Agent's Name: Sumayya Mian Agent's Title: Manager
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Home Address: [REDACTED] City: [REDACTED] State: GA Zip: [REDACTED]
 Home Phone #: [REDACTED] Email: [REDACTED]
 Mailing Address: [REDACTED] City: [REDACTED] State: GA Zip: [REDACTED]

INDIVIDUAL/OWNER INFORMATION

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

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

Rev. 08/23

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):	Sumayya Sadiq Mian		
Home Address:	[REDACTED]		
Sex	Race	Date of Birth	Social Security Number
Female	Pakistani	[REDACTED]	[REDACTED]



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



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

Signature

Sumayya

Date

04/18/2024

*****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

04/18/2024

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: Daanish 2353, LLC D/B/A USA Grocery 3

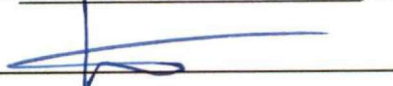
Printed Name of Applicant: Sumayya S. Meen

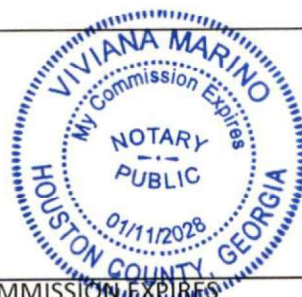
*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 18 DAY OF April, 2024.

NOTARY PUBLIC





MY COMMISSION EXPIRES

01/11/2028

MEASUREMENT FORM

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

APPLICANT: SUMAYYA MIAN
PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO
BUSINESS LOCATION: 2353 INGLESIDE AVE.
BUSINESS NAME: DAANISH 2353 LLC DBA USA GROCERY 3

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: 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

3,100' — USA Grocery 3 (Daanish 2353 LLC)

#2353 Ingleside Ave.

3,100' — SCHOOL GROUND property line

Vineville Academy

3,250' — SCHOOL BUILDING

Vineville Academy

6,250' — COLLEGE CAMPUS property line

Mercer University

Outdoor Recreation Complex

10,100' — ALCOHOLIC TREATMENT CENTER building

River Edge - Emory Hwy.

7,600' — PUBLIC LIBRARY or BRANCH building

Washington Memorial

5,600' — MACON-BIBB COUNTY HOUSING AUTHORITY property

Mount O Homes

19,500' — CHURCH (building)

Lutheran Church of the Redeemer

2,000' — CHURCH GROUNDS

Lutheran Church of the Redeemer

4,100' — 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"

OK!

Paul J. Hornowski
April 11, 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
139159	529076	Print Legal Ad-IPL01634110 - IPL0163411		\$46.36	1	28 L

Attention: USA GROCERY

USA GROCERY 3 DAANISH 2353, LLC
2353 INGLESIDE AVE
MACON, GA 31204

SBZ007@HOTMAIL.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 March 15, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as DAANISH 2353, LLC/USA GROCERY 3, 2353 INGLESIDE AVE MACON, GA 31204. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office, Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This March 8, 2024. SUMAYYA S
MIAN, Applicant
IPL0163411
Mar 8, 15 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:

03/08/24, 03/15/24

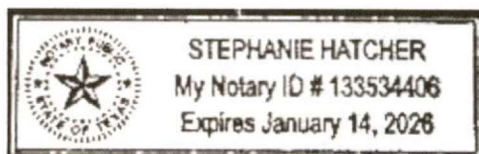
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 15th day of
March 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!



ZONING COMPLIANCE

MACON-BIBB COUNTY PLANNING AND ZONING COMMISSION

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

PERMIT NO: 13-0232 DATE OF ISSUE: 2/20/2013
ISSUED TO: SUMAYYA MIAN
OWNERS NAME: MINI FOOD STORES INC/ROB PATTERSON
PROPOSED USE: C/O C-STORE WITH FUEL, BEER/WINE PKG TO GO
ADDRESS OF PROPOSED USE: 2353 INGLESIDE AVE

EXISTING BUILDING IN CITY
MAP NO: 4053 DISTRICT: C-1
CODE: 01 LOT: 3580

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS:

As per application, approval is granted to change ownership of an existing C-store with fuel sales and beer/wine package to go. No outside storage sales or display authorized. No change in or addition of signage authorized by this permit. Subject to requirements of Inspections and Fees and Business License offices. Subject to all applicable local, State, and Federal regulations. Subject to the Department of Agriculture.

NOTE: IF CONSTRUCTION OR USE IS NOT BEGUN BY 8/20/2013, THIS PERMIT IS NULL AND VOID.

AS PER INSPECTION HELD ON
3-8-13
IT WAS OBSERVED THAT ALL
CONDITIONS ON THE ZONING
COMPLIANCE HAVE BEEN MET.
BY: SJD
ZONING INSPECTOR

APPROVED BY: JaRanda Dovelton

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

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

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

THIS CERTIFICATE OF ZONING COMPLIANCE MUST BE POSTED.

Control No.: 13056604

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, **Brian P. Kemp**, The Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

DAANISH2353 L.L.C
a Domestic Limited Liability Company

is hereby issued a CERTIFICATE OF ORGANIZATION under the laws of the State of Georgia on **January 25, 2013** by the filing of all documents in the Office of the Secretary of State and by the paying of all 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 January 29, 2013



B: P. Kemp

Brian P. Kemp
Secretary of State

Tracking #: ulMofLfz

Articles of Organization

The Name of the Limited Liability Company:

DAANISH2353 L.L.C

The Principal Place of Business:

2353 INGLESIDE AVE
MACON, Georgia 31204

Registered Agent's Name and Address:

SUMAYYA MIAN
2353 INGLESIDE AVE
MACON, Georgia 31204, Bibb County

Effective Date: January 25, 2013

Organizer(s):

SUMAYYA MIAN
2353 INGLESIDE AVE
MACON, Georgia 31204

Optional Provisions:

IN WITNESS WHEREOF, the undersigned has executed these Articles of Organization on the date set forth below:

Signed by:

SUMAYYA MIAN Organizer

Date: 29 January, 2013

A person who signs a document submits an electronic filing he or she knows is false in any material respect with the intent that the document be delivered to the Secretary of State for filing shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished to the highest degree permissible by law. [O.C.G.A. § 14-2-129.]

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: 3/25/2024 10:40:05 AM

BUSINESS INFORMATION

CONTROL NUMBER	13056604
BUSINESS NAME	DAANISH2353 L.L.C
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	03/25/2024
ANNUAL REGISTRATION PERIOD	2024

PRINCIPAL OFFICE ADDRESS

ADDRESS	2353 INGLESIDE AVE, MACON, GA, 31204, USA
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REGISTERED AGENT

NAME	ADDRESS	COUNTY
SUMAYYA MIAN	2353 INGLESIDE AVE, MACON, GA, 31204, USA	Bibb

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	sumayya mian
AUTHORIZER TITLE	Member

Ownership Disclosure Form

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

Business:

Trade Name: USA Grocery 3 Name of Corporation: Dagnish 2353, LLC

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

Individual:

Name and Title: Sumayya Mian / Member 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 (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: Sumayya Last Name: Mian
 Home Address: [REDACTED] City: [REDACTED] State: GA Zip: [REDACTED]
 Home Phone #: [REDACTED] Email: [REDACTED]
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Mailing Address: [REDACTED] City: [REDACTED] State: GA Zip: [REDACTED]

- ☐ 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

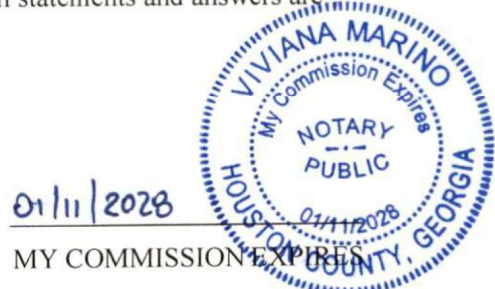
I certify that the information disclosed in this application is true and correct, and I agree to abide by, observe, and conduct business according to the rules and regulations prescribed by Macon-Bibb County, the acts of the Georgia General Assembly, and the State Department of Revenue.

Applicant's Signature *Sumayya* Date 01/18/2024

I hereby certify that Sumayya S. Mian 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 18 day of APRIL, 2024

[Signature]
 NOTARY PUBLIC





Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

SUMAYYA S. MIAN

Course Completion

RENEW MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2022-12-29



Serial No.

cert_jn4lqsvn



Sumayya Mian



AH001334

ALCOHOL HANDLER

EXP: 12/31/2024

LEASE AGREEMENT

This lease is made between Mini Food Stores Inc., Macon, GA 31204 herein called Lessor, and Danish 2353, LLC of 2353 Ingleside Ave., Macon, GA 31204 herein called Lessee. Lessee hereby offers to lease from Lessor the premises situated in the City of Macon, County of Bibb, State of Georgia, described as USA Grocery 3, 2353 Ingleside Ave., Macon, GA upon the following TERMS and CONDITIONS:

Term and Rent:

Lessor demises the above premises for a term of 5 years, commencing Feb 1, 2023 and terminating on Jan 31, 2028 or sooner as provided herein at the annual rental of Three thousand three hundred (\$3300) payable in equal installments in advance on the first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to lessor, at the address specified above.

Use:

Lessee shall use and occupy the premises grocery store. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose. Lessee shall not use the premises for the purposes of storing, manufacturing or selling any explosives, flammables, or other inherently dangerous substance, chemical, thing, or device.

Care and Maintenance of Premises:

Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, and structural foundations. Which shall be maintained by Lessor, Lessee shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns, and shrubbery, which would otherwise be required to be maintained by Lessor.

Alterations:

Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises.

Ordinances and Statutes:

Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

Assignment and Subletting:

Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

Utilities:

All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services. In the event that any utility or service provided to the premises is not separately metered, Lessor shall pay the amount due and separately invoice Lessee for Lessee's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice. Lessee acknowledges that the leased premises are designed to provide standard office use electrical facilities and standard office lighting. Lessee shall not use any equipment or devices that utilize excessive electrical energy or that may, in Lessor's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

Entry and Inspection:

Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

Parking:

During the term of this lease, Lessee shall have the nonexclusive use in common with Lessor, other tenants of the building, their guests and invitees, of the non-served common automobile parking areas, driveways, and foot ways, subject to rules and regulations for the use thereof as prescribed from time to time by Lessor. Lessor reserves the right to designate parking areas within the building or in a reasonable proximity thereto, for lessee and Lessee's agents and employees. Lessee shall provide Lessor with a list of all license numbers for the cars owned by Lessee, its agents and employees.

Possession:

If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not

delivered within 15 days of the commencement of the term hereof.

Indemnification of Lessor:

To the extent of the law, Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof. Lessee agrees to indemnify and hold Lessor harmless from any costs or fee which Lessor may incur in defending said claim.

Insurance:

Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows:

Lessee shall provide Lessor with a Certificate of insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of sub rogation which might otherwise exist.

If the leased premises or any other part of the building is damaged by fire or other casualty resulting from any act of negligence of Lessee or any of Lessee's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Lessee shall be responsible for the costs of repair not covered by insurance.

Eminent Domain:

If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

Destruction of Premises:

In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made,

based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of the either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

Lessor's Remedies on Default:

If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 15 days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such 30 days' and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than 30 days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, without extinguishing Lessee's liability. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

Security Deposit:

Lessee shall deposit with Lessor on the signing of this lease the sum of Five thousand Dollars (\$ 5000.00) as security for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applied any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease.

Tax Increase:

In the event there is any increase during any year of the term of this lease in the City, County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Lessee shall pay to Lessor upon presentation of paid tax bills an amount equal to 1% of the increase in taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year.

Common Area Expenses:

In the event the demised premises are situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay his prorata share of maintenance, taxes, and insurance for the common area.

Attorney's Fees:

In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

Waiver:

No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

Notices:

Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.

Heirs, Assigns, Successors:

This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

Option to Renew:

Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of 5 years commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the sum of \$ 3800.00. The option shall be exercised by written notice given to Lessor not less than 30 days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

Subordination:

This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

Entire Agreement:

The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof Feb 1, 2023.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and the year first above written.

LANDLORD: *Mini-Food Stores, Inc.*

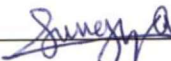
By: *Rob Patterson*
Robert Patterson

TENANT: *Dacnish 2353, LLC.*

BY: *Sumayya Mian*
Sumayya Mian

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: 04/18/2024

Business Name USA Grocery 3

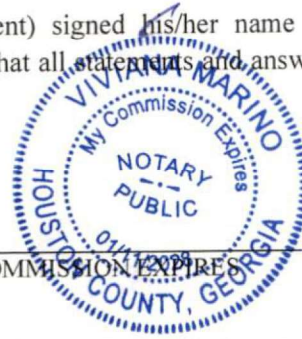
I hereby certify that Sumayya Mian (Agent) signed his/her name to the forgoing statement after stating to me under oath administered by me, that all statements and answers are true and correct.

This 18 day of APRIL, 2024.

NOTARY PUBLIC



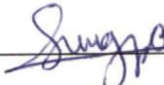
MY COMMISSION EXPIRES



01/11/2028

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: 04/18/2024

(If different from Agent)

Title: Member

Business Name: USA Grocery 3

I hereby certify that Sumayya S. Mian (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.

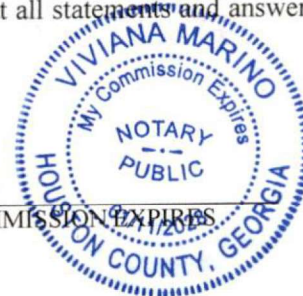
This 18 day of APRIL, 2024.

NOTARY PUBLIC



01/11/2028

MY COMMISSION EXPIRES



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: USA Grocery 3

Business Address: 2353 - Ingleside Ave - Macon, GA 31204

Instructions:

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

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

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

Definitions:

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

☐ **Food Mart:** a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products 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

04/18/2024
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.

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: USA Grocery 3

Business Address: 2353 Ingleside Ave. Macon, GA 31204

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


Code Enforcement Department Designee

4/26/21
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

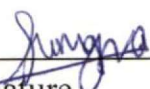
04/18/2024
Date

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

Samayya Mian
Print Name

04/18/2024
Date



Alcohol License Questionnaire

Name of Business: USA Grocery 3
 Owner's Name: Sumayya Mian
 Address: 2353 - Ingleside Ave. Macon, GA 31204

1. Do you own or are you leasing your business location? ☐ Own ☒ Lease
2. If you purchased the building, what was the final sale price as reflected in public records? \$ _____
3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?
 Please circle one: Relation, see below No Relation
4. If you are leasing the building, will your landlord be involved in the day to day business operations? ☐ Yes ☒ No
5. Was the previous operator at this location in any legal or regulatory trouble with local government, state government, law enforcement, or the Georgia lottery in the year prior to the transfer to your business? ☐ Yes ☒ No
6. Will the previous operator or any family member of the previous operator remain involved in the day to day business operations? ☐ Yes ☒ No
7. Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction? ☒ Yes ☐ No

Sumayya S. Mian
 Printed Name of person completing form

Sumayya
 Signature of person completing form

04/18/2024
 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: USA Grocery 3

Business Address: 2353 Ingleside Ave. Macon, GA 31204

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

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

[Signature]
Applicant/Agent Signature

04/18/2024
Date

Bhairav

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Sumayya Mian / Member

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.

Sumayya S. Mian

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.

Sumayya S. Mian *[Signature]*
Print and Sign Name

Sworn to and subscribed before me this
18 day of APRIL, 2024

[Signature]
Notary Public
My commission expires:



pro own

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Sumayys Mien
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.

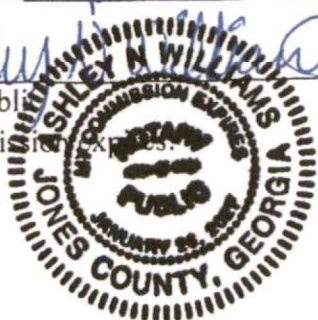
 Rob Patterson
Manager

Print and Sign Name

Main Street Village Market, LLC
2353 Inglewood Avenue
Macon, GA 31204
Landlord

Sworn to and subscribed before me this
29 day of April, 2024.


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: Sumayya Mian – Fingerprints Completed: 05.23.2024

Business Name: Daanish 2353 DBA USA Grocery 3

Business Address: 2353 Ingleside Ave Macon GA 31204

DocuSigned by:

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

Granted

David J. Davis

6/17/2024

Sheriff, Macon-Bibb County, Georgia

Date

1C561778CDEE414...

Denied

Sheriff, Macon-Bibb County, Georgia

Date

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

Granted

Mayor, Macon-Bibb County, Georgia

Date

Denied

Mayor, Macon-Bibb County, Georgia

Date

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

Granted



Clerk of the Macon-Bibb County Commission, Georgia

Date

Denied



Clerk of the Macon-Bibb County Commission, Georgia

Date



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

Review Form

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

The following required documents are included in the application:

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

Legal Review 10/9/24 (Date) ^{DS}
FH (Initials)

Comments

Reviewed by Legal. Business location's gas pumps are not functional and business does not offer the food products required to meet the criteria of a Food Mart as defined in MBC Sec. 4-1. Business location is a Vice Mart and pursuant to MBC Sec. 4-36(9)(B) Vice Marts shall not receive new alcohol licensure. Legal recommends denial.

Initials

^{DS}
SF

Stephanie Freeman, Administrative Office Specialist

**Georgia Department of Revenue****Department of Revenue Alcohol License Application****DOR Alcohol License Application****Business Information**

Business Name: KRUNCH N MUNCH FOOD MART LLC

Business Type: LLC

Address Information

Location Address: 2793 MONTPELIER AVE MACON GA 31204-5263

Alcohol License Information

License Type: Retail

Start Date: 04-26-2024

Beer: Yes

Wine: Yes

Liquor: No

Airline or Railway Carrier: No

Local Jurisdiction Type: City

Local Jurisdiction: MACON

Arrest History: No

Licensee Information

Licensee Type: Individual

Licensee Name: HASSAN, MUDASSAR

Officers

HASSAN, MUDASSAR

THARANI, AMIN

HASSAN, MUDASSAR

Officer or Responsible Party

Both

Both

Officer



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

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

☐ *Distilled Spirits Packaged to Go	\$2,900	☒ *Malt Packaged to Go	\$800	☒ Wine Packaged to Go	\$700
☐ *Distilled Spirits C.O.P.	\$2,900	☐ *Malt C.O.P.	\$800	☐ Wine *C.O.P.	\$700
☐ *Distilled Spirits Wholesaler	\$3,600	☐ *Malt Wholesaler	\$1,000	☐ Wine Wholesaler	\$800
☐ *Distilled Spirits Manufacturers	\$4,300	☐ *Malt Manufacturer	\$2,500	☐ Wine Manufacturer	\$1,700
☐ Brewpub	\$2,500	☐ Out-of-Town Wholesaler	\$100	☐ Brown Bag	\$0
☐ Alcohol Beverage Caterer	\$600	☒ Temporary Alcohol License	\$100		
_____ Please check here if you are applying for a Business Continuation License. Business Continuation License is 25% of applicable fees					
*Distilled Spirits (Liquor)		*Malt (Beer)		*C.O.P. (Consumed on Premise)	

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

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

Agent Information

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

Location/Business Information

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

Business Continuation

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

Select One: ☒ New Business☐ Change of location☐ Change of Business**BUSINESS**Federal Tax ID #: 99-0604878 State Tax ID#: _____Business Name: Krunch n Munch food mart LLC Corporate and Trade Name: Krunch n Munch food martLocal Business Address: 2793 Montpelier Ave, Macon - GA - 31204
(P.O. Box Not Allowed) City State ZipMailing Address: 2793 Montpelier Ave Macon Georgia 31204
(City State Zip)Local Business Phone #: 478 818 3780 Email Address: _____Contact Person: Mudassar Hassan Contact Phone #: _____**AGENT**Agent's Name: Mudassar Hassan Agent's Title: Owner

Date of Birth: _____ Social Security Number: _____

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

Home Phone #: _____ Email: _____

Mailing Address: 2793 Montpelier Ave City: Macon State: GA Zip: 31204**INDIVIDUAL/OWNER INFORMATION**Will the Agent named above also serve as the Applicant of this license? ☒ Yes ☐ No If no, complete the following:Owner/Individual's Name: Mudassar Hassan Title: OwnerHome Address: _____ City: _____ State: GA Zip: _____

Home Phone #: _____ Email: _____

Mailing Address: 2793 Montpelier Ave City: Macon State: GA Zip: 31204

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):	Mudassar Hassan		
Home Address:	[REDACTED]		
Sex	Race	Date of Birth	Social Security Number
M	Other	[REDACTED]	[REDACTED]



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



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

Signature

[Handwritten Signature]

Date

06-13-2024

*****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) X 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.**

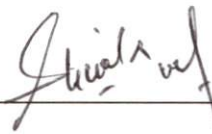
Please check only one option above and submit the required documents with your application. Please note that the failure to do so will result in a processing delay.

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: Krunch N Munch Food Mart LLC

Printed Name of Applicant: Mudassar Hassan

*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 13th DAY OF JUNE, 2024


 NOTARY PUBLIC

FEB 08, 2026
 MY COMMISSION EXPIRES



Case Result | Case Status: Status Returned



SENSITIVE BUT UNCLASSIFIED

SAVE Response

Applicant Status: Non - Immigrant - Not Employment Authorized

SAVE Response Details

Case Verification
Number: 0024190192414NU
Class of
Admission (COA)
Code: B2
Country of Birth: PAK - PAKISTAN
Employment
Authorization
Document (EAD)
Expiration Date: 07/21/2024
Provision of Law
Code: C09

Agency Submitted Details

Full Name: Mudassar Hassan
Date of Birth: [REDACTED]
Alien Number: 231560260
Initiated On: 07/08/2024
Initiated By: JREN0851
Point of Contact
Name: Jennifer Renfro
Point of Contact
Phone Number: (478) 310-3576
Requested
Benefits: Occup. Tax Cert.
Attached
Document: No

- [U.S. Department of Homeland Security](#)
- [U.S. Citizenship and Immigration Services](#)
- [Accessibility](#)
- [Browser Support](#)
- [Plug-ins](#)
- [Site Map](#)
- [V37.1 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: MUDASSAR HASSAN

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 2793 MONTPELIER AVE.

BUSINESS NAME: KRUNCH N MUNCH FOOD MART LLC.

To Be Completed by County Engineer

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

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

Date: 1-25-2024

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

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

Krunch N Munch Food Mart
 #2793 Montpelier ave.
 3,600' — SCHOOL GROUND property line
 Miller Middle School
 3,800' — SCHOOL BUILDING
 Central High School
 4,100' — COLLEGE CAMPUS property line
 Mercer University - main campus
 14,600' — ALCOHOLIC TREATMENT CENTER building
 River Edge - Emory Hwy
 9,050' — PUBLIC LIBRARY or BRANCH building
 Washington Memorial
 2,400' — MACON-BIBB COUNTY HOUSING AUTHORITY property
 #3024 Glenhill Street
 1,050' — CHURCH (building)
 Center Hill Baptist Church
 1,250' — CHURCH GROUNDS
 Center Hill Baptist Church
 1,500' — M-B COUNTY RECREATION CENTER property
 Franka Johnson Recreation Center
 N/A — Vice Mart - Small Box Retail Store - Small Box Discount store (2500')
 Applicant self-identifies as a
 "Gas Station"

OK!
 Paul J. Hornowski
 January 25, 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
139127	528864	Print Legal Ad-IPL01633210 - IPL0163321		\$46.36	1	28 L

Attention: Mudassar Hassan

Krunch n munch food mart LLC
2793 Montpelier ave
Macon, GA 31204

Krunchnmunchfoodmart@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 March 15, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Krunch n munch food mart LLC , 2793 Montpelier Ave Macon Georgia 31204. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This March 8, 2024. Mudassar Hassan, Applicant
IPL0163321
Mar 8,15 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:

03/08/24, 03/15/24

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

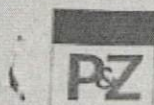
Sworn to and subscribed before me this 15th day of March in the year of 2024

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!

March in the year of 1924



MACON-BIBB COUNTY
Planning & Zoning

Macon-Bibb Planning & Zoning Commission
Terminal Station | 200 Cherry Street, Suite 303
Macon, Georgia 31201 | MBPZ.org

Zoning Compliance

PERMIT NO: ZC-2024-559	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 03/01/2024
ISSUED TO NAME:	Mudassar Hassan	
PROPERTY OWNER'S NAME:	Krunch n Munch Foodmart LLC	
PROPOSED USE:	Change of ownership c-store w/ alcohol and fuel	
ADDRESS OF PROPOSED USE:	2789 MONTPELIER AVE AKA 2793 Montpelier Ave	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	O082-0761	ZONING DISTRICT: C-2

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to operate a c-store with fuel sales and alcohol packaged to-go in an existing multi-tenant commercial building. No outside storage, sales or display are authorized with this approval. No signage authorized by this permit; signage shall require a separate zoning permit. 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. Please review the NOTICE information below for additional instruction.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY 03/01/2025

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.

Control Number : 24005027

STATE OF GEORGIA

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

CERTIFICATE OF AMENDMENT

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

KRUNCH N MUNCH FOOD MART LLC

a Domestic Limited Liability Company

has filed articles/certificate of amendment in the Office of the Secretary of State on 04/04/2024 and has paid the required fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said articles/certificate of amendment.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **04/08/2024**.



Brad Raffensperger

Brad Raffensperger
Secretary of State



GEORGIA
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	KRUNCH N MUNCH FOOD MART LLC	Control Number:	24005027
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Any legal purpose	NAICS Sub Code:	
Principal Office Address:	2793 MONTPELIER AVE, MACON, GA, 31204, USA	Date of Formation / Registration Date:	1/5/2024
State of Formation:	Georgia	Last Annual Registration Year:	NONE

REGISTERED AGENT INFORMATION

Registered Agent Name: **Mudassar Hassan**
Physical Address: **368 High Point Dr, Byron, GA, 31008, USA**
County: **Peach**

[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: Krunch n Munch Food Mart Name of Corporation: Krunch n Munch Food Mart LLC

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

Individual:

Name and Title: Mudassan Hassan Telephone Number: [REDACTED]

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

Residential Street Address: [REDACTED]

Mailing Address: 2713 Montpelier Ave Macon Georgia 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 (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(s): 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: Mudassar Last Name: Hassan

Home Address: [REDACTED] City: [REDACTED] State: GA Zip: [REDACTED]

Home Phone #: [REDACTED] Email: [REDACTED]

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

Mailing Address: [REDACTED] City: [REDACTED] State: GA Zip: [REDACTED]

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

An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.

Current Color photograph of applicant.

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

CERTIFICATION

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

Applicant's Signature

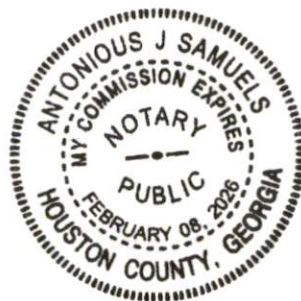
[Signature]

06-13-2024
Date

I hereby certify that MUDASSAR HASSAN 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 JUNE, 2024

[Signature]
Notary Public



FEB 08, 2026
My Commission Expires

Rev. 7/2021



CERTIFICATE OF COMPLETION

This certifies that

Mudassar Hassan

is awarded this certificate for

TIPS Georgia Off-Premise and Alcohol Delivery Training



Hours
3.00



Completion Date
07/08/2024



Expiration Date
07/08/2026



Certificate #
GA-OFF-000034203969


Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com



Mudassar Hassan



AH001365

ALCOHOL HANDLER

EXP: 12/31/2024

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), made and entered into as of this 1st day of March, 2024, by and between Mare Properties, LLC, a Georgia limited liability company ("Landlord"), and Krunch N Munch Food Mart LLC, a Georgia limited liability company ("Tenant").

In consideration of the premises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS. Each reference in this Lease to any of the following subjects shall be construed to incorporate the data stated for that subject in this Section 1.

Notice Address of Tenant: The Premises.

Name of Landlord:

Mare Properties, LLC

Notice Address of Landlord:

5500 Oakbrook Parkway.
Suite 270.
Norcross, GA 30093.

and to:

Landlord's Remittance Address:

Premises:

2793 Montpelier Avenue, Macon, GA 31204

Building:

The building consisting of the following three addresses:

- The Premises
- 2789 Montpelier Avenue, Macon, GA 31204
- 2795 Montpelier Avenue, Macon, GA 31204

Property:

The real property on which the Building and the Premises are located and any other buildings and improvements located thereon.

Permitted Use:

Operation of a convenience store with gas pump.

Term:

Approximately Sixty (60) months, beginning on the date (the "**Commencement Date**") of this Lease and expiring at 11:59 P.M., Atlanta, Georgia, time on that

[Handwritten signature]

[Handwritten initials]

date (the "**Expiration Date**") which is the last day of the sixtieth (60th) full calendar months following the Commencement Date.

Monthly Operating Expenses:

\$600.00 per month, subject to reconciliation and increase as set forth in this Lease.

Tenant's Percentage:

_____% being the ratio of rentable square footage of the Premises to the total rentable square footage of the Building plus the Premises as determined by Landlord.

Security Deposit:

\$4,000.00.

Exhibits:

Exhibit A The Premises
Exhibit B Rules and Regulations
Exhibit C Form of Guaranty

All of the Exhibits listed above are incorporated into and made part of this Lease.

Base Rent:

<u>Months of Term</u>	<u>Base Rent (per annum)</u>	<u>Base Rent (per month)</u>
1-12*	\$48,000.00	\$4,000.00
13-24	\$49,440.00	\$4,120.00
25-36	\$50,923.20	\$4,243.60
37-48	\$52,450.92	\$4,370.91
49-60	\$54,024.48	\$4,502.04
<u>Renewal Period</u>		
61-72	\$55,645.20	\$4,637.10
73-84	\$57,314.52	\$4,776.21
85-96	\$59,034.00	\$4,919.50
97-108	\$60,804.96	\$5,067.08
109-120	\$62,629.08	\$5,219.09

*Provided no Event of Default (as defined herein) then exists under this Lease, or a situation which, with the giving of notice or the passage of time, or both, would constitute a default under the Lease, Tenant shall be entitled to a conditional abatement of Base Rent which would otherwise be due for Months 1, 2, and 3 of the Term (the "Abatement Period"), although such Base Rent shall continue to accrue for such Abatement Period. Notwithstanding the foregoing, Tenant shall be obligated to pay Additional Rent and all other charges due under the Lease for such period. Landlord and Tenant hereby acknowledge and agree that the abatement of Base Rent described in this Paragraph is a rent concession in an amount equal to in total \$12,000.00 and, if any Event of Default occurs, the rental concession shall be canceled and the amount of the rental concession which has been

used by Tenant as of the date of the occurrence of such Event of Default, together with interest at the rate of twelve percent (12%) per annum (or the maximum rate permitted by applicable law, whichever is less) from the date of demand for payment by Landlord until payment in full, shall become immediately due and payable. If such an Event of Default occurs, the portion of the rental concession which has not been used by Tenant as of the date of the occurrence of such Event of Default shall automatically terminate and become null and void. After the occurrence of any such Event of Default, Tenant shall no longer be entitled to any rent concession or abatement of rent described in this Paragraph, and Tenant shall thereafter pay all Base Rent when due under this Lease, without regard to the rent abatement provisions of this Lease.

2. **THE PREMISES.** Landlord leases to Tenant, and Tenant leases from Landlord, upon and subject to the terms and conditions of this Lease, the Premises.

3. **TERM.**

A. The Premises are leased for a term (the "**Initial Term**" or "**Term**") beginning on the Commencement Date and ending on the Expiration Date. Tenant's right to occupy the Premises shall not arise until the Commencement Date.

B. Provided that (i) an Event of Default has not occurred, (ii) Tenant is not then in default under the Lease, and (iii) Tenant is the current occupant of the Premises, Tenant shall have the right to extend the Term for one (1) period of five (5) years (the "**Renewal Period**") by providing Landlord written notice of its election to extend no later than nine (9) months prior to the then-current expiration date. All terms of this Lease shall continue in full force and effect during such extended period (and the "Term" shall be deemed to include such Renewal Period) except that) Lessee shall have no further rights to extend the Term of the Lease.

4. **CONDITION OF THE PREMISES.** The Premises are leased in an "as is" and "where is" condition without any warranty of fitness for use or occupation express or implied, it being agreed that Tenant has had an opportunity to examine the condition of the Premises, that Landlord has made no representations or warranties of any kind with respect to such condition, and that Landlord has no obligation to do any work or make any improvements to or with respect to the Premises to prepare the same for Tenant's occupancy except as specifically provided in this section.

5. **MONTHLY RENT.** Tenant will pay "Rent" to Landlord for the Premises. Rent shall consist of Base Rent together with all other amounts (including, without limitation, Operating Expenses (as defined in Section 9 below) required to be paid by Tenant to Landlord pursuant to this Lease ("**Additional Rent**"). Commencing on the Commencement Date, Base Rent will be paid monthly in advance on or before the first day of each calendar month in accordance with the schedule set forth in Section 1. The Base Rent shall not be adjusted or modified if the actual rentable square footage of the Premises varies from the rentable square footage set forth in Section 1. If the Commencement Date shall be on any day other than the first day of a calendar month, Base Rent for the partial month shall be prorated based on the number of days in that month. Unless otherwise provided herein, commencing on the Commencement Date, Additional Rent will be paid monthly in advance on or before the first day of each calendar month. If the Commencement Date shall be on any day other than the first day of a calendar month, Additional

Rent for the partial month shall be prorated based on the number of days in that month. Rent will be paid to Landlord, without notice or demand, and without deduction or offset, in lawful money of the United States of America, at Landlord's Remittance Address as set forth in Section 1 or to such other address as Landlord may from time to time designate in writing. Tenant acknowledges that the late payment of Rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Property. Accordingly, if any installment of Rent or any other sums due from Tenant shall not be received by Landlord when due, Tenant shall pay to Landlord a late charge equal to five percent (5%) of such overdue amount. In addition, any amount due to Landlord, if not paid when due, shall bear interest from the due date until paid at the rate of eighteen (18%) per annum (or the highest rate permitted by applicable law, if lower). The parties agree that such late charges represent a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. The acceptance of such late charges by Landlord shall in no event constitute a waiver of Tenant's default with respect to the overdue amount or prevent Landlord from exercising any of the other rights and remedies granted hereunder. Notwithstanding anything to the contrary in this Lease, Tenant shall pay the first installment of Rent due hereunder upon execution of this Lease.

6. TAXES. "Taxes" means all taxes, assessments and fees levied upon the Property by any governmental entity based upon the ownership, leasing, renting or operation of the Property. Landlord may allocate Taxes incurred with respect to multiple buildings or suites among such buildings or suite, as applicable. Taxes shall not include any federal, state or local net income, capital stock, succession, transfer, replacement, gift, estate or inheritance taxes; provided, however, if at any time during the Term, a tax or excise on income is levied or assessed by any governmental entity in lieu of or as a substitute for, in whole or in part, real estate taxes or other ad valorem taxes, such tax shall constitute and be included in Taxes. In addition to the foregoing, Tenant shall pay Landlord, as Additional Rent, for any use, rent or sales tax, service tax, value added tax, franchise tax or any other tax on Rent however designated as well as for any taxes which are reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises or the cost or value of any leasehold improvements made in or to the Premises by or for Tenant. All expenses, including attorneys' fees and disbursements, experts' and other witnesses' fees, incurred in contesting the validity or amount of any Taxes or in obtaining a refund of Taxes will be considered as part of the Taxes for the year in which the expenses are incurred.

7. INSURANCE.

(A) Tenant shall maintain the following insurance in force from the date upon which Tenant first enters the Premises throughout the Term and thereafter for so long as Tenant is in occupancy of any part of the Premises:

(i) Commercial General Liability insurance with limits of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and, if the Tenant manufactures or produces a product, \$2,000,000 products completed operations aggregate or such larger amounts as Landlord may reasonably require from time to time, covering bodily injury and property damage arising out of

the use of the Premises, as well as products/completed operations, blanket contractual liability, personal injury and advertising liability;

(ii) Worker's Compensation insurance as required by the state in which the Premises is located;

(iii) Business Automobile Liability insurance for all owned (Symbol 1), non-owned (Symbol 9) hired, rented and/or borrowed (Symbol 8) vehicles used by the Tenant, its employees or agents. Such policy will include a combined single limit of liability of at least \$1,000,000 per claim for bodily injury and property damage and will provide that employees are insureds;

(iv) Excess or Umbrella Liability insurance with a limit of at least \$5,000,000 providing additional limits of insurance over the primary per occurrence and aggregate limits of the Commercial General Liability (including bodily injury, property damage, products/completed operations, personal/advertising injury and blanket contractual liability), Employer's Liability, and Business Auto Liability insurance required in (i), (ii), and (iii) above; and

(v) Property insurance covering "all risk" of physical damage to Tenant's personal property and any property in the care, custody, and control of the Tenant. In addition this policy will cover any direct or indirect physical damage to all alterations, additions, improvements (including carpeting, floor coverings, paneling, decorations, fixtures and any improvements or betterments to the Premises made by Tenant or by Landlord at Tenant's request or for Tenant's benefit) situated in or about the Premises. Such coverage will be for the full replacement value of the covered property.

(B) Tenant's Commercial General Liability, Property, and Excess Liability/Umbrella Liability policies shall name Landlord, and Landlord's mortgagee, managing agent, beneficiaries, partners, direct and indirect affiliates, subsidiaries, officers, directors, agents, trustees, employees, contractors and subcontractors as Additional Insureds and shall be primary insurance as to any insurance carried by the parties designated as Additional Insureds. All policies purchased and maintained by Tenant to satisfy the requirements in this Lease must be purchased from an insurance company with a minimum rating of "A- X" or its equivalent from one of the major rating agencies (AM Best, Moodys, Standard & Poors, Fitch) that is admitted or eligible to do business in the state where the Premises is located.

(C) Tenant will provide Landlord with a certificate of insurance for each policy simultaneously with the delivery of an executed counterpart of this Lease and at least thirty (30) days prior to each renewal of such insurance. Such certificates of insurance will be on an ACORD Form 27 or ISO Form 2026 or their equivalent, shall certify that such policy has been or will be issued and that it provides the coverage and limits required above, and shall provide that the insurance will not be canceled or materially changed unless thirty (30) days prior written notice shall have been given to Landlord. In addition to providing the certificates of insurance required herein, Tenant shall also promptly furnish any additional information, including complete copies Tenant's insurance policies, as Landlord may request from time to time pertaining to Tenant's insurance coverage. Tenant will notify Landlord in writing at least sixty (60) days in advance if Tenant intends to or receives a notice that its insurance company intends to cancel or non-renew such insurance for any reason, or if the required coverage or limits are to be materially changed from the initial

requirements in this Lease. In the event that the applicable statutory time period is less than sixty (60) days, then Tenant shall notify Landlord within three (3) business days of receipt of any cancellation or non-renew notice. In the event that Tenant fails to obtain or maintain the insurance required above or fails to provide the Certificates of Insurance required, Landlord may, at its option, obtain such insurance on behalf of the Tenant. Tenant shall pay, as Additional Rent upon demand, the reasonable cost of such insurance plus a twenty-five percent (25%) surcharge. Landlord's failure to obtain such coverage on behalf of Tenant shall not limit Tenant's liability in the event of an uncovered loss.

(D) Landlord shall carry or cause to be carried such insurance in amounts and with deductibles as a reasonably prudent landlord would purchase and maintain with respect to the Property. Tenant shall pay Tenant's Percentage of Landlord's insurance premiums ("Insurance Premiums") during the Term of the Lease as a part of Operating Expenses. Tenant shall not do or permit to be done anything which will contravene, invalidate, or increase the cost of the Landlord's insurance and shall comply with all rules, orders, regulations, requirements and recommendations of Landlord or its insurance companies relating to or affecting the condition, use, or occupancy of the Premises. If Tenant does conduct any activity within or about the Premises that results in an increase to the cost of Landlord's insurance Tenant shall reimburse Landlord for the entire amount of such additional premiums or surcharges on demand.

8. WAIVER OF SUBROGATION. Notwithstanding any other language of this Lease to the contrary, Landlord and Tenant each waive their respective rights to recover from the other for any and all loss of or damage to their respective property if such loss or damage is covered, or required by this Lease to be covered, by a valid and collectible insurance policy. Each party shall obtain an endorsement acknowledging such waiver, if necessary, from their insurance company(s) evidencing compliance with this section.

9. OPERATING EXPENSES. Commencing on the Commencement Date, and due each month at the same time and the same manner as Tenant's pay of Base Rent, Tenant shall pay, as Additional Rent, Monthly Operating Expenses in the amount set forth at the beginning of this Lease, subject to reconciliation as provided in Section 10 below. "Operating Expenses" means and includes Taxes, Insurance Premiums, and all other expenses, costs, fees and disbursements paid or incurred by or on behalf of Landlord for managing, operating, maintaining, improving, repairing, and replacing the Property: performing the Landlord's obligations described in Section 13; the repair, maintenance, repaving and re-striping of any parking and dock areas; exterior maintenance, repair and repainting; landscaping; snow removal; utilities; management fees; supplies and sundries; sales or use taxes on supplies or services; charges or assessments under any easement, license, declaration, restrictive covenant or association; legal and accounting expenses; Insurance Premiums; and compensation and all fringe benefits, worker's compensation insurance premiums and payroll taxes paid to, for or with respect to all persons engaged in the operation, administration, maintenance and repair of the Property. Landlord may allocate any item of Operating Expenses that benefits multiple buildings or suites among such building or suites, as applicable. Landlord may allocate any item of Operating Expenses among different portions or occupants of the Building or Property based on use or other considerations as determined by Landlord in Landlord's reasonable discretion. If there is less than ninety five percent (95%) occupancy during any period, Landlord may adjust those Operating Expenses that are affected by variations in occupancy levels to the amount of Operating Expenses that would have been incurred

had there been ninety five percent (95%) occupancy. Notwithstanding anything to the contrary in this Lease, Tenant shall pay the first installment of Monthly Operating Expenses due hereunder upon execution of this Lease.

10. RECONCILIATION. Any failure by Landlord to deliver any estimate or statement of Additional Rent required under this Lease shall not operate as a waiver of Landlord's right to collect all or any portion of Additional Rent due hereunder. On an annual basis, Landlord shall provide Tenant with a statement of all actual Operating Expenses and Taxes for the preceding year. If Tenant has made estimated payments of Operating Expenses or Taxes in excess of the actual amount due, Landlord shall credit Tenant with any overpayment against the next Rent otherwise due. If the actual amount due exceeds the estimated payments made by Tenant during the preceding year, Tenant shall pay the difference to Landlord within fifteen (15) business days and such obligation shall survive the expiration or earlier termination of this Lease.

11. SECURITY DEPOSIT. Upon execution of this Lease, Tenant shall deposit with Landlord the amount of the Security Deposit specified in Section 1 of this Lease. Provided that Tenant has paid all amounts due and has otherwise performed all obligations hereunder, the Security Deposit will be returned to Tenant without interest within sixty (60) days of the expiration of the Term, further provided that Landlord may deduct from the Security Deposit prior to returning it any amounts owed by Tenant to Landlord. If Tenant defaults under any provision of this Lease, Landlord may, but shall not be obligated to, apply all or any part of the Security Deposit to cure the default. In the event Landlord elects to apply the Security Deposit as provided for above, Tenant shall, within five (5) days after Landlord's demand, restore the Security Deposit to the original amount. Furthermore, if Tenant defaults under this Lease more than two (2) times during any twelve (12) month period, irrespective of whether such default is cured, then, without limiting Landlord's other rights and remedies, Landlord may, in Landlord's sole discretion, modify the amount of the Security Deposit. Within ten (10) days after notice of such modification, Tenant shall submit to Landlord the required additional sums and Tenant's failure to do so shall constitute an Event of Default without further notice or right to cure, and Landlord shall have the right to exercise any remedy provided for in this Lease. Landlord may, at its discretion, commingle the Security Deposit with its other funds. Upon any sale or other conveyance of the Building, Landlord may transfer the Security Deposit (or any amount of the Security Deposit remaining) to a successor owner, and Tenant agrees to look solely to the successor owner for repayment of the same. The Security Deposit will not operate as a limitation on any recovery to which Landlord may be entitled.

12. USE. The Premises shall be used for the Permitted Use and for no other purposes whatsoever. Tenant shall not do or permit to be done in or about the Premises, Building or Property anything which is prohibited by any law, statute, ordinance or other governmental rule or regulation now in force or which may hereafter be enacted, including, without limitation, the Americans with Disabilities Act of 1990, as amended (collectively, "**Applicable Law**"). Tenant shall use and cause all contractors, agents, employees, invitees and visitors of Tenant to use the Premises and any common area of the Property in such a manner as to prevent waste, nuisance and any disruption of other occupants. No vehicles or materials shall be permitted to block any sidewalks, driveways, loading docks or any other common area nor shall any vehicle be parked in the parking lot for longer than is necessary for the customary business purposes of Tenant. Landlord shall have the right, but not the obligation, to remove any vehicles and dispose of any

materials, debris, or other items in violation of this section and such removal or disposal shall be at the sole risk of Tenant and Tenant shall pay the cost therefor to Landlord as Additional Rent upon demand. Tenant will not allow any signs, cards or placards to be posted, or placed within the Premises such that they are visible outside of the Premises except as specifically provided for in this Lease. Tenant shall not conduct or give notice of any auction, liquidation, or going out of business sale in the Premises. Tenant will not use the Premises or permit the Premises to be used as "a place of public accommodation" within the meaning of the Americans with Disabilities Act of 1990, as amended (the "ADA") and Tenant shall make any changes to the Premises and Building necessary to accommodate Tenant's employees with disabilities. Tenant will not place a load upon any floor in the Premises exceeding the floor load per square foot of area which such floor was designed to carry or which is allowed by law. Tenant shall, at Tenant's sole cost and expense, make any changes necessary to bring the Premises into compliance with any Applicable Law. The judgment of any court of competent jurisdiction or the admission by Tenant in any action or proceeding against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any Applicable Law in the use or occupancy of the Premises, Building or Property shall be conclusive of that fact as between Landlord and Tenant.

13. TENANT'S OBLIGATIONS; LANDLORD'S OBLIGATIONS. Excepting only for those obligations for which Landlord is expressly responsible pursuant to this section, Tenant will, throughout the Term and at its sole cost, keep and maintain the Premises and all fixtures and equipment located therein clean, safe and in good working order and make all necessary repairs and replacements thereto whether structural or non-structural, foreseen or unforeseen, including, but not limited to, replacing all broken glass with glass of the same size and quality as that broken, replacing all burnt out light bulbs and ballasts, removing all garbage, and repairing or replacing all systems or portions of systems exclusively serving the Premises including, but not limited to, electrical, mechanical, plumbing and heating, ventilating and air conditioning systems. All repairs and replacements required of Tenant in connection herewith shall be of a quality and class at least equal to the minimum building standards established by Landlord and shall be done in a good and workmanlike manner in compliance with all applicable laws and the terms and conditions of this Lease. If Tenant fails to maintain the Premises in compliance with the terms hereof, Landlord shall have the right to do such acts and expend such funds at the expense of Tenant as are reasonably required and Tenant shall reimburse Landlord for the cost thereof as Additional Rent upon demand. If Tenant uses heat generating machines or equipment in the Premises that materially affect the temperature otherwise maintained by the heating, ventilating and air conditioning system, Landlord reserves the right to install supplementary units for the Premises and the cost thereof, including the cost of installation, operation and maintenance, shall be paid by Tenant to Landlord as Additional Rent upon demand. Should Tenant require any additional service not provided by Landlord pursuant to this Lease, including any services furnished outside the Building's normal business hours, Landlord may, but shall not be obligated to, furnish such additional service and Tenant agrees to pay Landlord's charges therefor, including a reasonable administrative fee, any taxes imposed thereon, and, where appropriate, a reasonable allowance for depreciation of any systems being used to provide such service, as Additional Rent upon demand.

Landlord shall maintain the roof, foundation, exterior walls and any common areas of the Building, the cost of which shall be included as a part of Operating Expenses, provided that Landlord shall have no obligation to make any repairs unless Landlord has first received written notice of the need for such repairs from Tenant. Notwithstanding the foregoing, any damage

occasioned by the negligence or willful act of Tenant or any person claiming under Tenant, or contractors, agents, employees, invitees or visitors of Tenant or any such person, shall be repaired by and at the sole expense of Tenant, except that Landlord shall have the right, at its sole option, to make such repairs and to charge Tenant for all costs and expenses incurred in connection therewith and Tenant shall pay the cost therefor as Additional Rent upon demand.

In addition to the foregoing, throughout the Term, Landlord shall provide: (i) reasonable quantities of electricity for the common areas; (ii) landscaping and grounds keeping; and (iii) such other services as Landlord reasonably determines are necessary or appropriate.

14. SUBLEASE; ASSIGNMENT. Tenant will not mortgage, pledge, hypothecate or otherwise encumber its interest in this Lease. Tenant will not allow the Premises to be occupied, in whole or in part, by any other entity and will neither sublet the Premises, in whole or in part, nor assign this Lease, nor amend any sublease or assignment to which Landlord has consented, without in each case obtaining the prior written consent of Landlord. Any sublease or assignment, or amendment to any sublease or assignment, without Landlord's prior written consent shall, at Landlord's option, be null, void and of no effect, and shall, at Landlord's option, constitute an Event of Default. The provisions of this section shall apply to a transfer, by one or more transfers, of all, or substantially all, of the business or assets of Tenant, of a majority of the stock or partnership interests, or other evidences of ownership, of Tenant, and of any shares, voting rights or ownership interests of Tenant which results in a change in the identity of the entity or entities which exercise, or may exercise, effective control of Tenant as if such transfers were an assignment of this Lease. Tenant must request Landlord's consent to any assignment or sublease at least sixty (60) days prior to the proposed effective date of the assignment or sublease. At the time of its request, Tenant will provide Landlord in writing: (a) the name and address of the proposed assignee or subtenant, (b) a complete copy of the proposed assignment or sublease, (c) reasonably satisfactory information about the nature, business, and business history of the proposed assignee or subtenant and its proposed use of the Premises, and (d) banking, financial or other credit information about the proposed assignee or subtenant sufficient to enable Landlord to determine its financial condition and operating performance. Landlord shall not unreasonably withhold or delay its consent to Tenant's written request to sublease the Premises or assign this Lease which is made in compliance with the terms and conditions of this section; provided, however, as a condition to its approval (if any), Landlord shall have the unilateral right to increase the Rent due under this Lease. Without limiting the other instances in which it may be reasonable for Landlord to withhold its consent to an assignment or sublease, Landlord's refusal to consent to any proposed assignment or sublease shall not be unreasonable if: (a) the financial condition or operating performance of the proposed subtenant or assignee, determined in Landlord's reasonable discretion, is less than the greater of the financial condition or operating performance of the Tenant on (i) the date of execution of this Lease or (ii) the date of Tenant's request for Landlord's consent to the proposed assignment or sublease, (b) Tenant is in default under any of the terms, covenants or conditions of this Lease, (c) the proposed use of the Premises may result in: (i) increased wear and tear on the Premises, Building or Property or (ii) any adverse affect on other tenants in the Building or adjacent buildings owned by Landlord, (d) the proposed subtenant or assignee is a governmental agency, (e) Landlord has space available elsewhere in the Building which can accommodate the needs of the proposed subtenant or assignee or the proposed subtenant or assignee is a prospect to whom Landlord has made a proposal for the lease of space within the market area within the prior six (6) months, (f) the proposed assignee or subtenant is a tenant in

any building owned by Landlord or any affiliate of Landlord including, without limitation, the Building, (g) the proposed subtenant or assignee would cause Landlord to be in violation of any covenant or restriction contained in another lease or other agreement.

No subletting or assignment shall release Tenant from Tenant's obligations under this Lease or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder. Any subtenant shall, at Landlord's election, attorn to Landlord following any early termination of this Lease and any assignee shall be jointly and severally liable for the full performance of all of Tenant's obligations hereunder. Landlord may require, as a condition to granting Landlord's consent with respect to the provisions of this section, that the proposed subtenant or assignee enter into a written agreement with Landlord confirming the obligations of such subtenant or assignee under this Lease. Tenant shall pay, as Additional Rent on demand, all legal fees and all administrative costs incurred by Landlord in connection with each proposed assignment or sublease whether or not Landlord's consent is obtained. If Tenant receives rent or other payments under any assignment or sublease in excess of the payments made by Tenant to Landlord under this Lease (as such amounts are adjusted on a per square foot basis if less than all of the Premises is transferred), then Tenant shall pay Landlord one half of such excess. Landlord's consent to one assignment or sublease shall not be deemed a waiver of the requirement of Landlord's consent to any subsequent assignment or sublease. In the event Tenant seeks to sublet all or any portion of the Premises or assign its interest in this Lease, and Landlord does not consent to such proposed sublease or assignment, Landlord may elect to terminate this Lease with respect to the portion of the Premises that would be subject to such sublease or assignment, in which case the last day of the Term of this Lease for such space shall be the thirtieth (30th) day after Landlord notifies Tenant of Landlord's election to terminate this Lease and, if less than the entire Premises is affected, Landlord shall have the right to perform any alterations to make such space a self contained rental unit.

15. INDEMNITY; NON-LIABILITY OF LANDLORD. As a material part of the consideration for Landlord's execution of this Lease, Tenant, to the fullest extent permitted by law, shall neither hold nor attempt to hold Landlord or its employees or Landlord's agents or their employees liable for, and Tenant covenants and agrees that it will protect and save and keep Landlord forever harmless and indemnified against and from any and all penalties, damages, fines, causes of action, liabilities, judgments, expenses (including, without limitation, attorneys' fees) or charges incurred in connection with or arising from: (i) the use or occupancy of the Premises by Tenant or any person claiming under Tenant; (ii) any acts, omissions or negligence of Tenant or any person claiming under Tenant, or contractors, agents, employees, invitees or visitors of Tenant or any such person; (iii) any breach, violation or nonperformance by Tenant or any person claiming under Tenant or the employees, agents, contractors, invitees or visitors of Tenant or any such person of any term, covenant or provision of this Lease or any law, ordinance or governmental requirement of any kind; (iv) any injury or damage to the person, property or business of Tenant, its employees, agents, contractors, invitees, visitors or any other person entering upon the Property under the express or implied invitation of Tenant; or (v) any matter occurring in the Premises during the Term.

Landlord, to the fullest extent permitted by law, shall not be liable for any damage occasioned by failure to keep the Premises, Building or Property in repair, nor for any damage done or occasioned by or from plumbing, gas, electricity, water, sprinkler, or other pipes or

sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about the Premises or the Building nor from any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, nor for any damages arising from acts, or neglect of co-tenants or other occupants of the Building or of any owners or occupants of adjacent or contiguous property, nor for any loss of or injury to property or business occurring, through, in connection with or incidental to the failure to furnish any such services or the interruption of any services to the Premises. Further, Landlord shall not be liable or responsible to Tenant for any loss or damage to any property or person occasioned by theft or any other criminal act, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, law of requisition or order of any governmental authority.

Landlord shall not be liable in any event for incidental or consequential damages to Tenant by reason of any default by Landlord hereunder, whether or not Landlord is notified that such damages may occur. Tenant has no rights to terminate this Lease for any default by Landlord hereunder and no right, for any such default, to offset or counterclaim against any rent due hereunder. The term "Landlord", as used in this Lease, so far as covenants or obligations to be performed by Landlord are concerned, is limited to mean and includes only the owner or owners at the time in question of the Landlord's interest in the Building, and in the event of any transfer or transfers of title to the Landlord's interest in the Building, the Landlord herein named (and in case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved from and after the date of such transfer or conveyance of all liability as respects the performance of any covenants or obligations on the part of the Landlord contained in this Lease thereafter to be performed, it being intended that the covenants and obligations contained in this Lease on the part of Landlord shall, subject as aforesaid, be binding on the Landlord, its successors and assigns, only during and in respect of their respective successive periods of ownership of the Property. Tenant, its successors and assigns, agrees it shall not assert nor seek to enforce any claim for breach of this Lease against any of Landlord's assets other than Landlord's interest in the Building and in the rents, issues and profits thereof, and Tenant agrees to look solely to such interest for the satisfaction of any liability of or claim against Landlord under this Lease, it being specifically agreed that in no event whatsoever shall Landlord or any beneficiary of any trust of which Landlord is a trustee or any of Landlord's officers, directors, partners, shareholders, agents, attorneys and employees ever be personally liable for any such liability.

16. UTILITIES. If any utility is separately metered, Tenant shall contract directly with public utility providers for all utilities which are separately metered to the Premises and shall pay such utility providers directly and promptly when due. If any utility is not separately metered to the Premises, the cost of such utility consumed on the Premises, as reasonably determined by Landlord, shall be paid by Tenant as a part of Operating Expenses. Tenant's obligation to pay for utilities provided to the Premises during the Term shall survive the expiration or earlier termination of the Lease. Tenant shall not utilize an alternative provider for a utility service other than the public utility provider servicing the Property unless Tenant shall first obtain the written consent of Landlord. Landlord shall in no way be liable or responsible for any loss, damage, or expense that Tenant may sustain or incur by reason of any change, failure, interruption, or defect in the supply or character of the electric energy furnished to the Premises or Building. To ensure the proper functioning and protection of all utilities, Tenant agrees to abide by all reasonable regulations and requirements which Landlord may prescribe and to allow Landlord and its utility providers access to all electric lines, feeders, risers, wiring, and any other machinery within the Premises.

17. HOLDING OVER. If Tenant or any party claiming by or under Tenant remains in occupancy of the Premises or any part thereof beyond the expiration or earlier termination of this Lease, such holding over shall be without right and a tenancy at sufferance, and Tenant shall be liable to Landlord for any loss or damage incurred by Landlord as a result thereof, including consequential damages. In addition, for each month or any part thereof that such holding over continues, Tenant shall pay to Landlord a monthly fee for the use and occupancy of the Premises equal to the greater of (a) the monthly fair market rental for the Premises and (b) two hundred percent (200%) of the Rent payable for the month immediately preceding such hold over, and there shall be no adjustment or abatement for any partial month. The provisions of this section shall not be deemed to limit or exclude any of Landlord's rights of re-entry or any other right granted to Landlord hereunder, at law or in equity.

18. NO RENT DEDUCTION OR SET OFF. Tenant's covenant to pay Rent is and shall be independent of each and every other covenant of this Lease. Tenant agrees that any claim by Tenant against Landlord shall not be deducted from Rent nor set off against any claim for Rent in any action. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any remedy provided in this Lease or at law. In connection with the foregoing, Landlord shall have the absolute right in its sole discretion to apply any payment received from Tenant to any account or other payment of Tenant then not current and due or delinquent.

19. CASUALTY. If the Premises or any part thereof are damaged by fire or other casualty, Tenant shall give prompt notice thereof to Landlord. If the Premises or the Building are totally or partially damaged or destroyed by fire or other casualty, thereby rendering the Premises totally or partially inaccessible or unusable, Landlord shall diligently restore and repair the Premises and the Building to substantially the same condition they were in prior to such damage. Provided that such damage was not caused by the act or omission of Tenant or any of its employees, agents, licensees, invitees or subtenants, until the repair and restoration of the Premises is completed Base Rent shall be abated for that part of the Premises that Tenant is unable to use without substantial interference while repairs are being made, based on the ratio that the amount of unusable rentable area bears to the total rentable area of the Premises. Landlord shall bear the costs and expenses of repairing and restoring the Premises and the Building, provided, however, that Landlord shall not be obligated to spend more than the net proceeds of insurance proceeds made available for such repair and restoration nor shall Landlord be obligated to repair or restore, or to pay for the repair or restoration of, any furnishings, equipment or personal property belonging to Tenant or any alterations, additions, or improvements (including carpeting, floor coverings, paneling, decorations, fixtures) made to the Premises or Building by Tenant or by Landlord at Tenant's request or for Tenant's benefit. It shall be Tenant's sole responsibility to repair and restore all such items.

Notwithstanding the foregoing, (a) if there is a destruction of the Building that exceeds twenty-five percent (25%) of the replacement value of the Building from any risk, whether or not the Premises are damaged or destroyed, or (b) if Landlord reasonably believes that the repairs and restoration cannot be completed despite reasonable efforts within ninety (90) days after the occurrence of such damage, or (c) if Landlord reasonably believes that there will be less than two

(2) years remaining in the Term upon the substantial completion of such repairs and restoration, or (d) if any mortgagee or lender fails or refuses to make sufficient insurance proceeds available for repairs and restoration, or (e) if zoning or other applicable laws or regulations do not permit such repairs and restoration, Landlord shall have the right, at its sole option, to terminate this Lease by giving written notice of termination to Tenant within one hundred twenty (120) days after the occurrence of such damage. If this Lease is terminated pursuant to the preceding sentence, all Rent payable hereunder shall be apportioned and paid to the date of termination.

All time periods provided in this Section for Landlord's performance shall be subject to extension on account of delays in effectuating a satisfactory settlement with any insurance company involved and events beyond Landlord's reasonable control. In the event of any damage or destruction to the Building or Premises, it shall be Tenant's responsibility to secure the Premises and, upon notice from Landlord, to remove forthwith, at its sole cost and expense, property belonging to Tenant or its licensees from such portion of the Premises as Landlord shall request.

20. SUBORDINATION; ESTOPPEL LETTERS. This Lease is expressly subordinate to any current or future mortgage or mortgages placed on the Property and to all other documents executed in connection with any such mortgage. Tenant agrees not to pay rent more than thirty (30) days in advance and to attorn to any party acquiring rightful possession of the Premises by or through any such mortgage. Tenant agrees that from time to time it will deliver to Landlord or Landlord's mortgagee or designee within ten (10) business days of the date of Landlord's or Landlord's mortgagees or such other designee's request, a statement, in writing, certifying (i) that this Lease is unmodified and in full force and effect, if this is so, or if there have been modifications that the Lease, as modified, in full force and effect; (ii) the dates to which Rent and other charges have been paid; (iii) that Landlord is not in default under any provisions of this Lease or, if in default, the nature thereof in detail; (iv) confirming the subordination of this Lease to any current or future mortgage or mortgages placed on the Property by Landlord and Tenant's agreement to attorn to any party acquiring rightful possession of the Premises by or through any such mortgage; and (v) such other true statements as Landlord or Landlord's mortgagee or designee may require. Tenant's failure to execute and deliver such statements within the time required shall, at Landlord's election, be an Event of Default and shall also be conclusive upon Tenant that (a) this Lease is in full force and effect and has not been modified except as represented by Landlord; (b) that Landlord is not in default under any provisions of this Lease and that Tenant has no right of offset, counterclaim or deduction against Rent; and (c) not more than one month's Rent has been paid in advance.

21. Intentionally omitted.

22. ALTERATIONS; RESTORATION.

(A) Tenant will not make or permit to be made any alterations, additions, or improvements in or to the Premises ("Alterations") without first obtaining the prior written consent of Landlord which consent may be withheld in Landlord's sole discretion. All Alterations (i) must comply with all applicable laws, (ii) must be compatible with the Building and its mechanical, electrical, heating, ventilating, air-conditioning and life safety systems; (iii) must not interfere with the use and occupancy of any other portion of the Building by any other tenant or their invitees; and (iv) must not affect the integrity of the structural portions of the Building. In addition, Landlord may

impose as a condition to such consent such additional requirements as Landlord in its sole discretion deems necessary or desirable, including, without limitation: (a) Tenant's submission to Landlord, for Landlord's prior written approval, of all plans and specifications relating to the Alterations; (b) Landlord's prior written approval of the time or times when the Alterations are to be performed; (c) Landlord's prior written approval of the contractors and subcontractors performing work in connection with the Alterations; (d) Tenant's receipt of all necessary permits and approvals from all governmental authorities having jurisdiction over the Premises prior to the construction of the Alterations; (e) Tenant's delivery to Landlord of such bonds and insurance as Landlord customarily requires; (f) Tenant's payment to Landlord of a commercially reasonable fee for Landlord's supervision of any Alterations; (g) Tenant's and Tenant's contractor's compliance with such construction rules and regulations and building standards as Landlord promulgates from time to time, and (i) Tenant's delivery to Landlord of "as built" drawings of the Alterations in such form or medium as Landlord may require. All direct and indirect costs relating to any modifications, alterations or improvements of the Building, whether outside or inside of the Premises, required by any governmental agency or by law as a condition or as the result of any Alteration requested or effected by Tenant will be borne by Tenant. Landlord may elect to perform such modifications, alterations or improvements (at Tenant's sole cost and expense) or require such performance directly by Tenant. Tenant will not permit any mechanic's lien or other liens to be placed upon the Premises or the Building as a result of any materials, services or labor ordered by or provided to Tenant or any of Tenant's agents, officers, or employees. Without waiving any other rights or remedies under this Lease, Landlord may bond or insure or otherwise discharge any such lien and Tenant shall reimburse Landlord for any amount paid by Landlord in connection therewith as Additional Rent upon demand.

(B) Upon the expiration or earlier termination of the Lease, Tenant will surrender the Premises in good working order and condition. Tenant will remove any and all Alterations, trade fixtures, equipment, data/telecommunications cabling and wiring installed by or on behalf of Tenant and furniture from the Premises and Tenant will fully repair any damage, including any structural damage, occasioned by the removal of the same. Notwithstanding the foregoing, Landlord may require that Tenant not remove any or all Alterations and any such Alteration or Alterations shall become a part of the realty and shall belong to Landlord without compensation, and title thereto shall pass to Landlord under this Lease as by a bill of sale. At Landlord's election, all Alterations, trade fixtures, equipment, wire and cable, furniture, fixtures, other personal property not removed will conclusively be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant or to any other person and without obligation to account for them. Tenant will pay Landlord all reasonable expenses incurred in connection with Landlord's disposition of such property, including without limitation the cost of repairing any damage to the Building or the Premises caused by removal of such property, and will hold Landlord harmless from loss, liability, or expense arising from the claims of third parties such as Tenant's lenders whose loans are secured by such property. Tenant's obligations under this section will survive the end of this Lease.

23. DEFAULT; REMEDIES.

(A) In addition to any other acts or omissions designated in this Lease as Events of Default, each of the following shall constitute an Event of Default by Tenant hereunder: (i) the failure to make any payment of Rent or any installment thereof or to pay any other sum required to be paid

by Tenant under this Lease or under the terms of any other agreement between Landlord and Tenant and the continuance of such failure for more than five (5) days following written notice from Landlord to Tenant; provided, however, if, on two (2) occasions during any consecutive twelve (12) month period during the Term, Tenant fails to pay any installment of Rent when due but does pay the same within five (5) days after notice of such failure, then Tenant's subsequent failure to pay any installment of Rent when due during said twelve (12) month period shall constitute an Event of Default hereunder without the need for notice or grace period; (ii) the use or occupancy of the Premises for any purpose other than the Permitted Use without Landlord's prior written consent or the conduct of any activity in the Premises which constitutes a violation of law; (iii) if the interest of Tenant or any part thereof under this Lease shall be levied on under execution or other legal process and said interest shall not have been cleared by said levy or execution within fifteen (15) days from the date thereof; (iv) if any voluntary or involuntary petition in bankruptcy or for corporate reorganization or any similar relief shall be filed by or against Tenant or any guarantor of the Lease or if a receiver shall be appointed for Tenant or any guarantor or any of the property of Tenant or guarantor; (v) if Tenant or any guarantor of the Lease shall make an assignment for the benefit of creditors or if Tenant shall admit in writing its inability to meet Tenant's debts as they mature; (vi) if any insurance required to be maintained by Tenant pursuant to this Lease shall be cancelled or terminated or shall expire or shall be reduced or materially changed, except, in each case, as permitted in this Lease, or agreed to in writing, mutually, by the parties; (vii) if Tenant shall fail to immediately discharge or bond over any lien placed upon the Premises in violation of this Lease; (viii) if any Letter of Credit required to be maintained by Tenant pursuant to this Lease shall be cancelled or terminated or shall expire or shall be reduced or materially changed, except, in each case, as permitted in this Lease, or agreed to in writing, mutually, by the parties; (ix) if Tenant shall abandon or vacate the Premises during the Term for more than forty-eight (48) consecutive hours; (x) if Tenant shall fail to execute and deliver an estoppel certificate or subordination agreement as required hereunder; or (xi) the failure to observe or perform any of the other covenants or conditions in this Lease which Tenant is required to observe and perform and which Tenant has not corrected within twenty (20) days after written notice thereof to Tenant; provided, however, that if said failure involves the creation of a condition which, in Landlord's reasonable judgment, is dangerous or hazardous, Tenant shall be required to cure same within 24 hours.

(B) Upon the occurrence of an Event of Default by Tenant, the cost of all brokerage commissions, rental abatements, legal fees, Tenant allowances, work performed by Landlord to the Premises, and any other Tenant inducements paid or provided under this Lease plus interest on the foregoing items accruing from the Commencement Date at the rate of twelve percent (12%) per annum shall immediately become due and payable by Tenant to Landlord, and Landlord may, at its option, with or without notice or demand of any kind to Tenant or any other person, exercise any one or more of the following described remedies, in addition to all other rights and remedies provided at law, in equity or elsewhere herein, and such rights and remedies shall be cumulative and none shall exclude any other right allowed by law:

- (i) Landlord may terminate this Lease, repossess and re-let the Premises, in which case Landlord shall be entitled to recover as damages (in addition to any other sums or damages for which Tenant may be liable to Landlord) a lump sum equal to the amount by which the present value of the excess Rent remaining to be paid by Tenant for the balance of the Term of the Lease exceeds the fair market rental value of the Premises, after deduction of all

anticipated expenses of reletting. For the purpose of determining present value, Landlord and Tenant agree that the interest rate shall be the rate applicable to the then-current yield on obligations of the U.S. Treasury having a maturity date on or about the Expiration Date. Should the fair market rental value of the Premises for the balance of the Term (after deduction of all anticipated expenses of reletting) exceed the value of the Rent to be paid by Tenant for the balance of the Term, Landlord shall have no obligation to pay to or otherwise credit Tenant for any such excess amount;

(ii) Landlord may, without terminating the Lease, terminate Tenant's right of possession, repossess the Premises including, without limitation, removing all or any part of Tenant's personal property in the Premises and to place such personal property in storage or a public warehouse at the expense and risk of Tenant, and relet the same for the account of Tenant for such rent and upon such terms as shall be satisfactory to Landlord. For the purpose of such reletting, Landlord is authorized to decorate, repair, remodel or alter the Premises. Tenant shall pay to Landlord as damages a sum equal to all Rent under this Lease for the balance of the Term unless and until the Premises are relet. If the Premises are relet, Tenant shall be responsible for payment upon demand to Landlord of any deficiency between the Rent as relet and the Rent for the balance of this Lease, all costs and expenses of reletting, and all reasonable decoration, repairs, remodeling, alterations, additions and collection of the rent accruing there from. Tenant shall not be entitled to any rents received by Landlord in excess of the rent provided for in this Lease. No re-entry or taking possession of the Lease Premises by Landlord shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any breach, and in addition to the other remedies it may have, may recover from Tenant all damages incurred by reason of such breach, including the costs of recovery of the Premises, and including the excess value at time of such termination, if any, of Rent reserved under this Lease for the remainder of the Term over the reasonable rental value of the Premises for the remainder of the Term, all of which amounts shall be immediately due and payable from Tenant to Landlord. In the event Landlord repossesses the Premises as provided above, Landlord may remove all persons and property from the Premises and store any such property at the cost of Tenant, without liability or damage; and

(iii) Landlord may, but shall not be obligated so to do, and without waiving or releasing Tenant from any obligations of Tenant hereunder, make any payment or perform such other act on Tenant's part to be made or performed as provided in this Lease. All sums so paid by Landlord and all necessary incidental costs shall be payable to Landlord as Additional Rent on demand and Tenant covenants to pay such sums.

(C) Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this section from time to time and that no suit or recovery of any portion due Landlord hereunder shall be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord.

(D) Tenant shall promptly pay upon notice, as Additional Rent, all reasonable costs, charges and expenses incurred by Landlord (including, without limitation, reasonable fees and out-of-

pocket expenses of legal counsel, collection agents, and other third parties retained by Landlord) together with interest thereon at the rate set forth in Section 5 of this Lease, in collecting any amount due from Tenant, enforcing any obligation of Tenant hereunder, or preserving any rights or remedies of Landlord; and Tenant shall pay all reasonable attorneys' fees and expenses arising out of any litigation, negotiation or transaction in which Tenant causes Landlord, without Landlord's fault, to become involved or concerned.

(E) No waiver of any provision of this Lease shall be implied by any failure of Landlord to enforce any remedy on account of the violation of such provision, even if such violation be continued or repeated subsequently, and no express waiver by Landlord shall be valid unless in writing and shall not affect any provision other than the one specified in such written waiver and that provision only for the time and in the manner specifically stated in the waiver. No receipt of monies by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Term or Tenant's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given Tenant prior to the receipt of such monies, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any Rent due, and the payment of Rent shall not waive or affect said notice, suit or judgment. Landlord shall not be required to serve Tenant with any notices or demands as a prerequisite to its exercise of any of its rights or remedies under this Lease, other than those notices and demands specifically required under this Lease. Tenant expressly waives the service of any statutory demand or notice which is a prerequisite to Landlord's commencement of eviction proceedings against Tenant, including the demands and notices specified in any federal, state, or local laws and ordinances.

24. NOTICES. All notices permitted or required hereunder shall be in writing and (i) delivered personally, (ii) sent by U.S. Certified Mail, postage prepaid, with return receipt requested, or (iii) sent overnight by nationally recognized overnight courier and sent to the respective parties at the Notice Addresses provided in Section 1 of this Lease. If sent by U.S. Certified Mail, such notice shall be considered received by the addressee on the second (2nd) business day after posting. If sent by nationally recognized overnight courier, such notice shall be considered received by the addressee on the first (1st) business day after deposit with the courier. Notices may be given by an agent on behalf of Landlord or Tenant. Any notice from Landlord to Tenant will also be deemed to have been given if delivered to the Premises, addressed to Tenant.

25. EMINENT DOMAIN. If during the Term (a) the whole of the Premises or the Building shall be taken by any governmental or other authority having powers of eminent domain or conveyed to such entity under threat of the exercise of such power or (b) any part of the Premises or the Building shall be so taken or conveyed and as a result, the remainder of the Premises or the Building has been rendered impractical, in Landlord's sole judgment, for the operation of Landlord's rental activities on the Property, this Lease shall terminate on the date of the taking or conveyance, and rent shall be apportioned to the date thereof. Tenant shall have no right to any apportionment of or any share in any condemnation award or judgment for damages made for the taking or conveyance of any part of the Premises or the Building.

26. QUIET ENJOYMENT. Landlord represents and warrants that it has full right and authority to enter into this Lease and that Tenant, while paying the rental and performing its other covenants and agreements contained in this Lease, shall peaceably and quietly have, hold and

enjoy the Premises for the Term without hindrance or molestation from Landlord subject to the terms and provisions of this Lease. Landlord shall not be liable for any interference or disturbance by other tenants or third persons, nor shall Tenant be released from any of the obligations of this Lease because of such interference or disturbance.

27. RULES AND REGULATIONS. Tenant agrees to comply with (and cause its agents, contractors, employees and invitees to comply with) the rules and regulations attached hereto as Exhibit B and with such reasonable modifications thereof and additions thereto as Landlord may from time to time make. Landlord agrees to enforce the rules and regulations uniformly against all tenants of the Property. Landlord shall not be liable, however, for any violation of said rules and regulations by other tenants or occupants of the Building or Property.

28. ENVIRONMENTAL.

(A) "Environment" shall mean all indoor and outdoor air, surface water, groundwater, surface or subsurface land, including, without limitation, all fish, wildlife, biota and all other natural resources. "Environmental Laws" shall mean all federal, state and local laws (including, without limitation, case and common law), statutes, regulations, rules, ordinances, guidance, permits, licenses, grants, orders, decrees and judgments relating to the Environment, human health and safety, preservation or reclamation of natural resources, or to the management, handling, use, generation, treatment, storage, transportation, disposal, manufacture, distribution, formulation, packaging, labeling, Release or threatened Release of or exposure to Hazardous Substances, whether now existing or subsequently amended or enacted, including, without limitation: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq. ("CERCLA"); the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. Section 11001 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300(f) et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act 7 U.S.C. Section 136 et seq.; the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 6901 et seq.; and the Oil Pollution Act of 1990, 33 U.S.C. Section 2701 et seq. "Hazardous Substances" shall mean all explosive materials, radioactive materials, hazardous or toxic materials, wastes, chemicals or substances, petroleum, petroleum by-products and petroleum products (including, without limitation, crude oil or any fraction thereof), asbestos and asbestos-containing materials, radon, lead, polychlorinated biphenyls, mold, urea-formaldehyde, and all materials, wastes, chemicals and substances that are regulated by any Environmental Law, including, without limitation, hazardous materials listed in 49 C.F.R. Section 172.101 and materials defined as hazardous substances pursuant to Section 101(14) of CERCLA. "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of Hazardous Substances into the Environment.

(B) Tenant shall not (i) manufacture, generate, utilize, store, handle, treat, process, or Release any Hazardous Substances at, in, under, from or on the Premises or Property or (ii) suffer or permit to occur any violation of Environmental Laws with respect to the Premises or Property. Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord and at Tenant's sole cost)

and hold harmless Landlord and its partners, officers, directors, employees, agents, successors, grantees, assigns and mortgagees from any and all claims, demands, liabilities, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions, causes of action and losses of any and every kind and nature, including, without limitation, diminution in value of the Property, damages for the loss or restriction on use of the rentable or usable space or of any amenity, natural resource damages, damages arising from any adverse impact on leasing space on the Premises or Property, and sums paid in settlement of claims and for attorney's fees, consultant's fees and expert's fees that may arise during or after the Term or any extension of the Term in connection with any breach by Tenant of the covenants contained in this section, the presence, Release or threatened Release of Hazardous Substances at, in, under, from, to or on the Premises or Property, or any violation or alleged violation of any Environmental Laws. For purposes of this section, the term "costs" includes, without limitation, costs, expenses and consultant's fees, expert's fees and attorney's fees incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, restoration, monitoring or maintenance work. This covenant of indemnity shall survive the termination of this Lease. Notwithstanding the foregoing, the prohibition contained herein shall not apply to ordinary office products that may contain de minimis quantities of Hazardous Substances, provided such products are used in compliance with Environmental Laws; however, Tenant's indemnification obligations are not diminished with respect to the presence of such products. Tenant shall immediately notify Landlord of any Release or threatened Release at, in, under, from, to or on the Premises or Property.

29. FINANCIAL STATEMENTS. From time to time, but not more often than twice each year, Tenant shall furnish Landlord within ten (10) business days of such request copies of financial statements showing Tenant's current financial condition and the results of the previous year's operations.

30. BROKERS. Landlord and Tenant warrant to each other that there is no real estate broker involved in this transaction and, therefore, no fee or commission is due or payable to any such broker. Landlord and Tenant each hereby indemnifies the other against and agrees to hold harmless the other from any and all claims for real estate commissions or similar fees arising out of or in any way connected with any claimed agency relationship with the indemnitor and relating to this Lease or any cancellation or termination of this Lease.

31. MISCELLANEOUS.

(A) Time is of the essence of this Lease and each of its provisions.

(B) This Lease and all covenants and agreements herein contained shall be binding upon, apply, and inure to the respective heirs, executors, successors, administrators, and assigns of all parties to this Lease; provided, however, that this Lease shall not inure to the benefit of any assignee, heir, administrator, devisee, legal representative, successor, transferee or successor of Tenant except upon the prior written consent of Landlord.

(C) This Lease contains the entire agreement of the parties, all other and prior representations, negotiations and agreements having been merged herein and extinguished hereby. No modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon either party hereto unless in writing signed by both parties.

(D) The captions of sections and subsections of this Lease are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such sections or subsections.

(E) Interpretation of this Lease shall be governed by the laws of the state or commonwealth in which the Premises is located, without regard to conflict of laws.

(F) This Lease is and shall be deemed and construed to be the joint and collective work product of Landlord and Tenant and, as such, this Lease shall not be construed against either party, as the otherwise purported drafter of same, by any court of competent jurisdiction in order to resolve any inconsistency, ambiguity, vagueness or conflict, if any, in the terms or provisions contained herein.

(G) In the event that either party thereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure labor, inability to procure materials or equipment or reasonable substitutes therefor, failure of power, fire or other casualty, restrictive government laws or regulations, judicial orders, enemy or hostile government actions, riots, insurrection or other civil commotions, war or other reason of a like nature not at the fault of the party delayed in performing any act as required under the terms of this Lease ("Force Majeure"), then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Force Majeure shall not operate to excuse Tenant from the prompt payment of Rent or any other payments required under the terms of this Lease.

(H) Tenant shall reimburse Landlord as Additional Rent on demand for all reasonable out-of-pocket expenses, including but not limited to legal, engineering or other professional services or expenses incurred by Landlord in connection with any requests by Tenant for consents or approvals hereunder.

(I) A final determination by a court of competent jurisdiction that any provision of this Lease is invalid shall not affect the validity of any other provision, and any provision so determined to be invalid shall, to the extent possible, be construed to accomplish its intended effect.

(J) If more than one person or entity shall ever be Tenant, the liability of each such person and entity shall be joint and several.

(K) If Tenant is a corporation, a limited liability company, an association or a partnership, it shall, concurrently with the signing of this Lease, at Landlord's option, furnish to Landlord certified copies of the resolutions of its board of directors (or of the executive committee of its board of directors) or consent of its members or partners authorizing Tenant to enter into this Lease. Moreover, each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease and that Tenant is a duly organized corporation, limited liability company, association or partnership under the laws of the state of its incorporation or formation, is qualified to do business in the jurisdiction in which the Building is located, is in good standing under the laws of the state of its incorporation or formation and the laws of the jurisdiction in which the Building is located, has the power and authority to enter into this Lease, and that all corporate or partnership action requisite to authorize Tenant to enter into this Lease has been duly taken.

(L) The submission of this Lease to Tenant is not an offer to lease the Premises, or an agreement by Landlord to reserve the Premises for Tenant. Landlord will not be bound to Tenant until Tenant has duly executed and delivered an original Lease to Landlord and Landlord has duly executed and delivered an original Lease to Tenant. This Lease shall take effect and be binding upon the parties hereto as of its execution and delivery.

(M) This Lease may be executed in any number of counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature to this Lease transmitted via facsimile (or other electronic means) shall be deemed an original signature and be binding upon the parties hereto.

32. Intentionally omitted.

33. SUBSTITUTION OF PREMISES. At any time after the date of execution of this Lease, Landlord may substitute other premises in the Building for the Premises ("Substitute Premises"), in which event the Substitute Premises shall be deemed to be the Premises for all purposes under this Lease; provided, however, that: (i) the Substitute Premises shall be located in the Building and shall be similar to the Premises in square footage and appropriateness for the Permitted Use; (ii) if Tenant is then occupying the Premises, Landlord shall pay the expense of moving Tenant, its property and equipment to the Substitute Premises, and such moving shall be done at such time and in such manner so as not to cause unreasonable inconvenience to Tenant; (iii) Landlord shall give to Tenant not less than thirty (30) days' prior written notice of such substitution; and (iv) Landlord shall, at its sole cost, improve the Substitute Premises with improvements substantially similar to those located in the Premises.

34. CERTAIN RIGHTS RESERVED TO LANDLORD. Landlord reserves the following rights, each of which Landlord may exercise without notice or liability to Tenant, and the exercise of any such rights shall not be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Premises and shall not give rise to any claim for set-off or abatement of Rent or any other claim: (a) to enter the Premises for the purposes of examining the same or to make repairs or alterations or to provide any service; (b) to change the name or street address of the Building or the suite number of the Premises; (c) to install, affix and maintain any and all signs on the exterior or interior of the Building; (d) to make repairs, decorations, alterations, additions or improvements, whether structural or otherwise, in, about and to the Building or common areas and for such purposes temporarily close doors, corridors and other areas of the Building and interrupt or temporarily suspend services or use of common areas; (e) to retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises; (f) to grant to any person or to reserve unto itself the exclusive right to conduct any business or render any service in the Building; (g) to show the Premises at reasonable times and, if vacated or abandoned, to prepare the Premises for reoccupancy; (h) to install, use and maintain in and through the Premises pipes, conduits, wires and ducts serving the Building; (i) to approve the weight, size and location of safes or other heavy equipment or other articles which may be located in the Premises and to determine the time and manner in which such articles may be moved in, about or out of the Building or Premises; and (j) to take any other action which Landlord deems reasonable in connection with the operation, maintenance, marketing or preservation of the Premises or Building.

35. NO ESTATE IN LAND. This Lease shall create the relationship of landlord and tenant between the parties hereto, and no estate shall pass out of Lessor. Lessee has only a usufruct hereunder, not subject to levy and sale, and not assignable by Lessee except to the extent any assignment is expressly provided herein.

36. Intentionally omitted.

37. WAIVER OF RIGHT TO JURY TRIAL. LANDLORD AND TENANT WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM, ACTION, PROCEEDING OR COUNTERCLAIM BY EITHER PARTY AGAINST THE OTHER ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, AND/OR TENANT'S USE OR OCCUPANCY OF THE PREMISES OR BUILDING (INCLUDING ANY CLAIM OF INJURY OR DAMAGE OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY CURRENT OR FUTURE LAWS, STATUTES, REGULATIONS, CODES OR ORDINANCES).

38. RECORDING. Tenant shall not record this Lease without the prior written consent of Landlord. Tenant, upon the request of Landlord, shall execute and acknowledge a short form memorandum of this Lease for recording purposes.

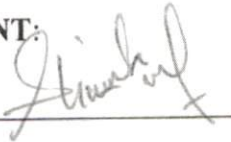
39. LIABILITY OF LANDLORD. Notwithstanding anything to the contrary contained in this Lease or at law or in equity, Tenant hereby expressly acknowledges and agrees that there shall at no time be or be construed as being any personal liability by or on the part of Landlord under or in respect of this Lease or in any way related to the Premises. Tenant further acknowledges and agrees that Tenant is accepting this Lease and the estate created hereby upon and subject to the understanding that it shall not enforce or seek to enforce any claim or judgment or any other matter, for money or otherwise, personally or directly against any officer, director, stockholder, partner, principal (disclosed or undisclosed), representative or agent of Landlord or any affiliate of Landlord. Tenant shall look solely to Landlord's interest in the Building for the satisfaction of any and all claims, remedies or judgments in favor of Lessee requiring the payment of money by Lessor, subject, however, to the prior rights of any ground or underlying lessors or the holders of any mortgages covering the Building, and no other judicial process for the satisfaction of Tenant's claims hereunder. The exculpation of personal liability as herein set forth was a material inducement for Landlord entering into this Lease and shall be absolute, unconditional and without exception of any kind whatsoever.

40. GUARANTY. This Lease has been entered into by Landlord in reliance upon Tenant's representation that Tenant's obligations hereunder will be personally guaranteed by Mudassar Hassan and Amin Tharani (together, and jointly and severally, "Guarantor"). Contemporaneously with Tenant's execution of this Lease, Tenant shall have the Guaranty Agreement attached hereto as Exhibit "C" executed by Guarantor, and shall deliver such executed Guaranty Agreement to Landlord contemporaneously with Tenant's delivery of the executed Lease to Landlord. In the event that Tenant shall fail to deliver such executed Guaranty Agreement to Landlord contemporaneously with Tenant's delivery of the executed Lease, then this Lease shall be voidable at Landlord's sole option upon written notice to Tenant forwarded no later than thirty (30) days following the date of this Lease.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the
Date of this Lease stated in Section 1.

TENANT:



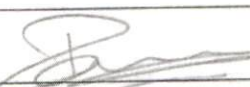
By: Mudassar Hassan

Name:

Title: Partner

Date: 03-12-2024

LANDLORD:



By: _____

Name: RAZIA IKAPAST

Title: Member

Date: 03-12-2024

Amin Tharani

Partner

03-12-24.

EXHIBIT A
THE PREMISES

EXHIBIT B

RULES AND REGULATIONS

1. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags or other substances (including, without limitation, coffee grounds) shall be thrown therein. All damages resulting from misuse of the fixtures shall be borne by Tenant if Tenant or its servants, employees, agents, visitors or licensees shall have caused the same.

2. No cooking (except for hot-plate and microwave cooking by Tenants' employees for their own consumption, the location and equipment of which is first approved by Landlord), sleeping or lodging shall be permitted by any tenant on the Premises. No tenant shall cause or permit any unusual or objectionable odors to be produced upon or permeate from the Premises.

3. Except as otherwise provided in the Lease, no inflammable, combustible, or explosive fluid, material, chemical or substance shall be brought or kept upon, in or about the Premises. Fire protection devices, in and about the Building, shall not be obstructed or encumbered in any way.

4. Canvassing, soliciting and peddling in the Building is prohibited and each tenant shall cooperate to prevent the same.

5. There shall not be used in any space, or in the public halls of the Building, either by any tenant or by its agents, contractors, jobbers or others, in the delivery or receipt of merchandise, freight, or other matters, any hand trucks or other means of conveyance except those equipped with rubber tires, rubber side guards, and such other safeguards as Landlord may require, and Tenant shall be responsible to Landlord for any loss or damage resulting from any deliveries to Tenant in the Building. Deliveries of mail, freight or bulky packages shall be made through the freight entrance or through doors specified by Landlord for such purpose. There shall be no overnight parking at the Building without the prior written consent of Landlord.

6. Mats, trash or other objects shall not be placed in the public corridors. The sidewalks, entries, passages, elevators, public corridors and staircases and other parts of the Building which are not occupied by Tenant shall not be obstructed or used for any other purpose than ingress or egress.

7. Tenant shall not install or permit the installation of any awnings, shades, draperies and/or other similar window coverings, treatments or like items visible from the exterior of the Premises other than those approved by the Landlord in writing.

8. Tenant shall not construct, maintain, use or operate within said Premises or elsewhere in the Building or on the outside of the Building, any equipment or machinery which produces music, sound or noise which is audible beyond the Premises.

9. Bicycles, motor scooters or any other type of vehicle shall not be brought into the lobby or elevators of the Building or into the Premises except for those vehicles which are used by a physically disabled person in the Premises.

10. All blinds for exterior windows shall be building standard and shall be maintained by Tenant and shall be subject to the prior written approval of Landlord.

11. No additional locks shall be placed upon doors to or within the Premises except as shall be necessary adequately to safeguard United States Government security classified documents stored with the Premises. The doors leading to the corridors or main hall shall be kept closed during business hours, except as the same may be used for ingress or egress.

12. Landlord reserves the right to temporarily shut down the air conditioning, electrical systems, heating, plumbing and/or elevators when necessary by reason of accident or emergency, or for repair, alterations, replacements or improvement.

13. No carpet, rug or other article shall be hung or shaken out of any window of the Building and Tenant shall not sweep or throw or permit to be swept or thrown from the Premises any dirt or other substances into any of the corridors or halls, elevator, or out of the doors or windows or stairways of the Building. Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the Building by reason of noise, odors and/or vibrations, or interfere in any way with other tenants or those having business therein, nor shall any animals or birds be kept in or about the Building. Smoking or carrying lighted cigars or cigarettes in the elevators of the Building is prohibited.

14. Landlord reserves the right to exclude from the Building on weekdays between the hours of 6:00 p.m. and 8:00 a.m. and at all hours on weekends and legal holidays, all persons who do not present a pass to the Building signed by Landlord; provided, however, that reasonable access for Tenant's employees and customers shall be accorded. Landlord will furnish passes to persons for whom Tenant requires same in writing. Tenant shall be responsible for all persons for whom it requests such passes and shall be liable to Landlord for all acts of such persons.

15. Tenant agrees to keep all windows closed at all times and to abide by all rules and regulations issued by Landlord with respect to the Building's air conditioning and ventilation systems.

16. Tenant will replace all broken or cracked plate glass windows and doors at its own expense, with glass of like kind and quality, provided that such windows and doors are not broken or cracked by Landlord, its employees, agents or contractors.

17. In the event it becomes necessary for the Landlord to gain access to the underfloor electric and telephone distribution system for purposes of adding or removing wiring, then upon request by Landlord, Tenant agrees to temporarily remove the carpet over the access covers to the underfloor ducts for such period of time until work to be performed has been completed. The cost of such work shall be borne by Landlord except to the extent such work was requested by or is intended to benefit Tenant or the Premises, in which case the cost shall be borne by Tenant.

18. Violation of these rules, or any amendments thereof or additions thereto, may be considered a default of Tenant's lease and shall be sufficient cause for termination of the Lease pursuant to the provisions of the Lease at the option of Landlord.

EXHIBIT C

FORM OF GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (this "**Guaranty**") is executed and delivered this 1st day of March, 2024 by Mudassar Hassan and Amin Tharani, (herein collectively, "**Guarantor**") in favor of Mare Properties, LLC, a Georgia limited liability company ("**Landlord**").

RECITALS:

- A. Krunch N. Munch Ford ("**Tenant**"), and Landlord are party to that certain Lease Agreement dated March 1st, 2024 (the "**Lease**").
- B. In order to induce Landlord to enter into the Lease, Guarantor agreed to execute and deliver to Landlord this Guaranty.
- C. Guarantor acknowledges that Landlord would not have entered into the Lease without the execution and delivery by Guarantor of this Guaranty.

NOW THEREFORE, in consideration of the Premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Guarantor, Guarantor hereby agrees in favor of Landlord (and Landlord's successors and assigns) as follows:

Guarantor hereby acknowledges and covenants that it has read the Lease and is aware of the terms, conditions, and requirements contained therein. Guarantor absolutely, unconditionally and irrevocably guarantees the prompt and complete payment and performance when due, whether by acceleration or otherwise, of all obligations, liabilities and covenants, whether now in existence or hereafter arising, of Tenant to Landlord, and arising under the Lease, including without limitation all amounts due to Landlord as Rent or otherwise under the Lease (the "**Obligations**"). Guarantor hereby agrees to pay and/or perform punctually, upon written demand by Landlord, each such Obligation which is not paid or performed as and when due and payable by Tenant, in like manner as such amount is due from Tenant. For purposes hereof, the Obligations shall be performed and/or due and payable when due and payable under the terms of the Lease notwithstanding the fact that the collection or enforcement thereof as against Tenant may be stayed or enjoined under Title 11 of the United States Code or similar applicable law. This Guaranty is one of payment and not of collection.

Guarantor's obligations under this Guaranty are absolute and unconditional and shall not be affected by the genuineness, validity, regularity or enforceability of the Obligations or the Lease, or by any other circumstance relating to the Obligations or the Lease which might otherwise constitute a legal or equitable discharge of or defense of a guarantor or surety. Guarantor hereby irrevocably waives any and all suretyship defenses, defenses that could be asserted by Tenant (except payment) and all other defenses that would otherwise be available to Guarantor. All payments by Guarantor pursuant to this Guaranty shall be made without setoff. Landlord shall not be obligated to file any claim relating to the Obligations in the event that Tenant becomes subject to a bankruptcy, reorganization or similar proceeding, and the failure of Landlord so to file shall

not affect Guarantor's obligations under this Guaranty. Guarantor irrevocably waives any right to require Landlord to pursue any other remedy in Landlord's power whatsoever, whether against Tenant or any other obligor principally or secondarily obligated with respect to the Obligations. Guarantor irrevocably waives any defense arising by reason of any disability, bankruptcy, reorganization or similar proceeding involving Tenant. In furtherance of the foregoing, Guarantor hereby waives and agrees not to assert or take advantage of (a) the defense of the statute of limitations in any action hereunder or for the collection of any amounts or the performance of any obligations hereby guaranteed; (b) any defense that may arise by reasons of the incapacity, lack of authority, death or disability of Guarantor or any other person or entity, or the failure of Landlord to file or enforce a claim against the estate (either in administration, bankruptcy, or any other proceeding) of Tenant or any other person or entity; (c) any defense based on the failure of Landlord to give notice of the existence, creation or incurring of any new or additional indebtedness or obligation or of any action or non-action on the part of any other person whomsoever, in connection with any obligation hereby guaranteed; (d) any defense based upon an election of remedies by Landlord which destroys or otherwise impairs any subrogation or rights of Guarantor or the right of Guarantor to proceed against Tenant for reimbursement, or both; (e) any defense based upon failure of Landlord to commence an action against Tenant; (f) any duty on the part of Landlord to disclose to Guarantor any facts it may now or hereafter know regarding Tenant; (g) acceptance or notice of acceptance of this Guaranty by Landlord; (h) notice of presentment and demand for payment of any of the amounts or performance of any of the obligations hereby guaranteed; (i) protest and notice of dishonor or of default or Guarantor or to any other party with respect to payment of the amounts or performance of obligations hereby guaranteed; (j) any and all other notices whatsoever to which Guarantor might otherwise be entitled; and (k) any defense based on lack of due diligence by Landlord in collection, protection or realization upon any collateral securing the amounts due and obligations of Tenant under the Lease. In the event that any payment in respect of any Obligations is rescinded or must otherwise be returned for any reason whatsoever, Guarantor shall remain liable under this Guaranty in respect of such Obligations as if such payment had not been made.

Guarantor agrees that a Landlord may at any time and from time to time, either before or after the maturity thereof, without notice to or further consent of Guarantor, extend the time of payment of, or performance of, or renew, any of the Obligations, and may also make any agreement with Tenant or with any other party to or person liable on any of the Obligations, or interested therein, for the extension, renewal, payment, compromise, waiver, discharge or release thereof, in whole or in part, or for any amendment or modification of the terms thereof or of the Lease or any other agreement between Landlord and Tenant or any such other party or person, without in any way impairing, releasing or affecting the liabilities of Guarantor under this Guaranty.

Guarantor will not exercise any rights which it may acquire by way of subrogation until all of the Obligations to Landlord shall have been indefeasibly paid in full, or performed in its entirety. Any amount paid to Guarantor in violation of the preceding sentence shall be held in trust for the benefit of Landlord and shall forthwith be paid to Landlord to be credited and applied to the Obligations, whether matured or unmatured. Guarantor hereby subordinates any and all liabilities and indebtedness to Guarantor to the prior indefeasible payment in full of the Obligations.

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This Guaranty shall remain in full force and effect and be binding upon Guarantor, its successors and assigns until all of the Obligations have been satisfied in full and the Lease shall have been terminated or fully performed. This Guaranty may not be modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Landlord and Guarantor. This is a continuing Guaranty relating to all Obligations, including any arising during any holdover term or arising under transactions renewing or extending the term of the Lease, changing the terms of any Obligations, or creating new or additional Obligations after prior Obligations have in whole or in part been satisfied, regardless of any lapse of time. If any of the present or future Obligations are guaranteed by persons, partnerships, corporations or other entities in addition to Guarantor, the death, release or discharge, in whole or in part, or the bankruptcy, liquidation or dissolution of one or more of them shall not discharge or affect the liabilities of Guarantor under this Guaranty. The obligations of Guarantor hereunder shall be additional to, and not in substitution for, any security or other guarantee or indemnity at any time existing in respect of Tenant's obligations, liabilities and covenants under the Lease.

No failure on the part of Landlord to exercise, and no delay in exercising, any right, remedy or power under this Guaranty shall operate as a waiver thereof, nor shall any single or partial exercise by Landlord of any right, remedy or power under this Guaranty preclude any other or future exercise of any right, remedy or power under this Guaranty. Each and every right, remedy and power granted to Landlord under this Guaranty or allowed it by law or by the Lease or any other agreement shall be cumulative and not exclusive of any other, and may be exercised by Landlord from time to time.

The liability of Guarantor is co-extensive with that of Tenant and also joint and several and this Guaranty shall be enforceable against Guarantor without the necessity of any suit or proceeding on Landlord's part of any kind or nature whatsoever against Tenant and without the necessity of any notice of nonpayment, non-performance or non-observance or of any notice of acceptance of this Guaranty or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives. In furtherance of the foregoing, Guarantor waives any right to require that an action be brought against Tenant or any other person to require that resort be had to any security or to any deposit or credit in favor of Tenant or any other person. In the event of a default under the Lease, Landlord shall have the right to enforce its rights, powers and remedies thereunder or hereunder, in any order, and all rights, powers and remedies available to Landlord in such event shall be non-exclusive and cumulative of all other rights, powers and remedies provided thereunder or hereunder or by law or in equity.

Landlord may at any time and from time to time without notice to or consent of Guarantor and without impairing or releasing the obligations of Guarantor hereunder: (a) take or fail to take any action of any kind in respect of any security for any obligation, covenant or liability of Tenant to Landlord, (b) exercise or refrain from exercising any rights against Tenant or others, (c) compromise or subordinate any obligation or liability of Tenant to Landlord including any security therefor, (d) consent to the assignment by Tenant of its interest in the Lease, or (e) consent to any other matter or thing under or relating to the Lease. Guarantor waives trial by jury in any action, proceeding or counterclaim, involving any matters whatsoever arising out of or in any way connected with the Guaranty. Guarantor agrees to reimburse Landlord for the costs and attorney's fees incurred by reason of Landlord having to enforce this Guaranty.

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Guarantor represents and warrants to Landlord that (a) the Lease has been duly authorized, executed and delivered by Tenant and is a legal, valid and binding instrument enforceable against Tenant in accordance with its terms, and (b) this Guaranty has been duly authorized, executed and delivered by Guarantor and is a legal, valid and binding instrument enforceable against Guarantor in accordance with its terms.

Guarantor may not assign its rights nor delegate its obligations under this Guaranty, in whole or in part, without prior written consent of Landlord, and any purported assignment or delegation absent such consent is void. This Guaranty shall remain in full force and effect notwithstanding (a) any assignment or transfer by Tenant of its interest in the Lease (in which case this Guaranty shall apply, from and after such assignment or transfer, to all of the obligations, liabilities and covenants of the assignee or transferee under the Lease), or (b) any assignment or transfer by Landlord of its interest in the Lease (in which case Guarantor's obligations under this Guaranty shall inure to the benefit of Landlord's assignee or transferee), in each case irrespective of whether Guarantor has notice of or consents to any such assignment or transfer.

Guarantor warrants and represents to Landlord that any and all financial statements heretofore delivered by Guarantor to Landlord are true and correct in all respects as of the date hereof.

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

Guarantor hereby agrees that it will make no transfer, sale, conveyance, encumbrance, or hypothecation of any part of its property unless said transfer, sale, conveyance, encumbrance, or hypothecation is for a good and fair consideration.

This Guaranty may not be changed orally, and no obligation of Guarantor can be released or waived by Landlord or any officer or agent of Landlord, except by a writing signed by a duly authorized officer of Landlord and bearing the seal of Landlord. This Guaranty shall be irrevocable by Guarantor until all obligations and undertakings of Tenant under, by reason of, or pursuant to the Lease have been completely performed. If more than one individual or entity comprises Guarantor, then all individual and entities comprising Guarantor are and shall each be jointly and severally liable for the due and proper performance of Guarantor's duties and obligations arising under or in connection with this Guaranty.

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This Guaranty shall in no event be impaired by any change which may arise by reason of the death of Tenant or Guarantor, if individuals, or by reason of the dissolution of Tenant or Guarantor, if Tenant or Guarantor is a corporation or a partnership. The obligations under this Guaranty of two or more parties shall be joint and several. The use of the singular herein shall include the plural.

If any provision of this Guaranty or the application thereof shall be invalid or unenforceable to any extent, the remainder of this Guaranty and the application of such provisions shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

The obligations of Tenant under the Lease to execute and deliver estoppel statements and financial statements, as therein provided, shall be deemed to also require Guarantor hereunder to do and provide the same relative to Guarantor.

This Guaranty is assignable by Landlord, and any assignment hereof or any transfer or assignment of the Lease or portions thereof by Landlord shall operate to vest in any such assignee all rights and powers herein conferred upon and granted to Landlord.

All capitalized terms not otherwise defined in this Guaranty shall have the meaning set forth for same in the Lease.

THIS GUARANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF GEORGIA WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW. GUARANTOR AND LANDLORD JOINTLY AND SEVERALLY AGREE TO THE EXCLUSIVE JURISDICTION OF COURTS LOCATED IN THE STATE OF GEORGIA, UNITED STATES OF AMERICA, OVER ANY DISPUTES ARISING OR RELATING TO THIS GUARANTY.

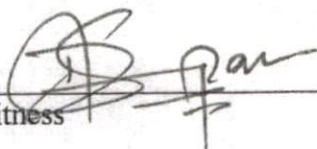
Guarantor acknowledges its address and will notify Landlord of any changes thereto.

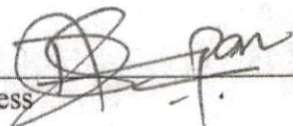
[SIGNATURE PAGE FOLLOWS.]



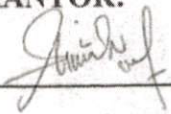
IN WITNESS WHEREOF, this Guaranty Agreement has been executed and delivered as of the date and year first above written.

Signed, sealed and delivered
in the presence of:


Witness


Witness

GUARANTOR:


_____(SEAL)

Mudassar Hassan, an individual resident of
the State of Georgia

Address: _____

SS#: _____

IN WITNESS WHEREOF, this Guaranty Agreement has been executed and delivered as of the date and year first above written.

Signed, sealed and delivered
in the presence of:

Witness 

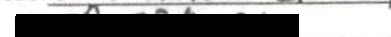
Witness 

GUARANTOR:

 (SEAL)

Amin Tharani, an individual resident of
the State of Georgia

Address: 

SS#: 

Agent Certification

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

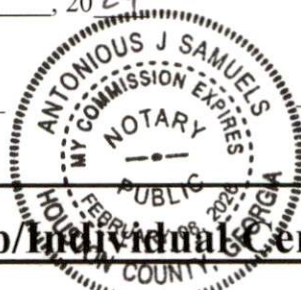
Agent's Signature: [Signature] Date: 06-13-24

Business Name: Krunch N Munch Food Mart LLC

I hereby certify that MUDASSAR HASSAN (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 JUNE, 2024

[Signature]
Notary Public



FEB 08, 2026
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: [Signature] Date: 06-13-24
(If different from Agent)

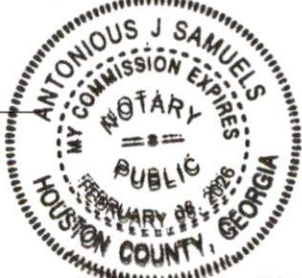
Title: _____

Business Name: Krunch N Munch Food Mart LLC

I hereby certify that MUDASSAR HASSAN (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 13th day of JUNE, 2024

[Signature]
Notary Public



FEB 08, 2026
My Commission Expires

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Krunch N Munch Food Mart LLC

Business Address: 2793, Montpelier 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:

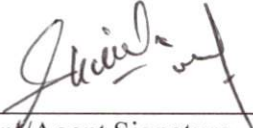
☐ **Drugstore:** a retail store that provides assorted items including medical or healthcare supplies, that may also provide other items or services such as over-the-counter drugs; processed food and drink items; beauty products; small toys; or photo processing services; and that is licensed by the Georgia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

06 - 13 - 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, 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: Krunch N Munch Food Mart LLC

Business Address: 2793, Montpelier 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.

Hilton Dawson 2/11/2024
Code Enforcement Department Designee

6/6/2024
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.

[Signature]
Applicant/Agent Signature

06 - 13 - 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

Muclassar Hassan
Print Name

06 - 13 - 24
Date



Alcohol License Questionnaire

Name of Business: Krunch N Munch Food Mart LLC
 Owner's Name: Mudassar Hassan
 Address: 2793 Montpelier Ave
Macon GA - 31204

- Do you own or are you leasing your business location? Own ☐ Lease ☒
- If you purchased the building, what was the final sale price as reflected in public records? \$ _____
- 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
- If you are leasing the building, will your landlord be involved in the day to day business operations? Yes ☐ No ☒
- 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 ☒
- Will the previous operator or any family member of the previous operator remain involved in the day to day business operations? Yes ☐ No ☒
- Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction? Yes ☐ No ☐

Mudassar Hassan
 Signature

Mudassar Hassan
 Print Name

06-13-24
 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: KRUNCH n MUNCH Food Mart

Business Address: 2793 Montipiler 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

[Signature]
Applicant/Agent Signature

06-13-24
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 #

Business
Owner 7

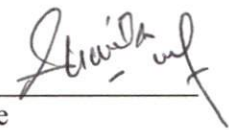
Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Mudassar Hassan - Owner
2. Name of the subject of this Certificate, if different from the applicant:
KRUNCH n MUNCH Food Mail LLC
3. Benefit or privilege for which the applicant is applying (mark one):

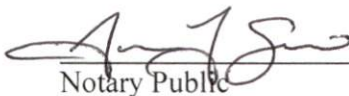
☐ Building Permit	☐ Plat Approval	☐ Building Inspection Report	☐ Certificate of Occupancy
☒ Alcohol License (Any)	☐ Privilege License (Any other than alcohol)	☐ Political Appointment	☐ Competitive Contract Bid or Proposal
☐ Non-Competitive Contract over \$50,000	☐ Registering to Bid on Real Property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

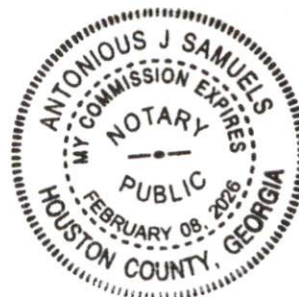
5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent 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.

Mudassar Hassan 
Print and Sign Name

Sworn to and subscribed before me this
13th day of JUNE, 2024.


Notary Public

My Commission Expires: FEB 08, 2026



Property
Owner

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Mudassar Hassan /

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

Krunch N Munch Food Mart 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.

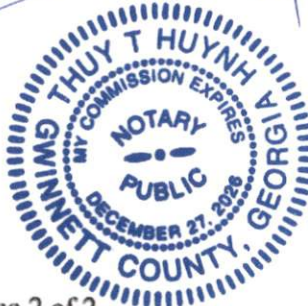
Print and Sign Name

Dawood Kapasi

Sworn to and subscribed before me this
12th day of June, 2024.

[Signature]
Notary Public

My commission expires: 12/27/2026





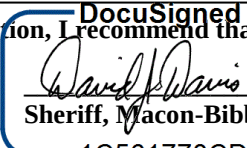
Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office PO Box 4503
Macon, GA 31208-4503

OFFICE USE ONLY ALCOHOL APPLICATION

Applicant Name: Mudasssar Hassan – Fingerprints Completed: 7/18/2024

Business Name: Krunch N Munch Food Mart LLC DBA Krunch N Munch Food Mart

Business Address: 2793 Montpelier Ave Macon GA 31204

After investigation, I recommend that the license requested herein be:		
Granted	 Sheriff, Macon-Bibb County, Georgia	8/3/2024 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 10/9/24 (Date) DS
FH (Initials)

Comments

Reviewed by Legal. Business location's gas pumps are not functional and business does not offer the food products required to meet the criteria of a Food Mart as defined in MBC Sec. 4-1. Business location is a Vice Mart and pursuant to MBC Sec. 4-36(9)(B) Vice Marts shall not receive new alcohol licensure. Legal recommends denial.

Initials

Initial
SF Stephanie Freeman, Administrative Office Specialist

Added to the October 15, 2024 Pre-Commission Agenda

**Georgia Department of Revenue****Department of Revenue Alcohol License Application****DOR Alcohol License Application****Business Information**

Business Name: SHREESAI24 LLC
 DBA Name: SHURLING FOODMART
 Business Type: Subchapter S Corp.

Address Information

Location Address: 2904 SHURLING DR MACON GA 31211-2647

Alcohol License Information

License Type: Retail
 Start Date: 08-13-2024
 Beer: Yes
 Wine: Yes
 Liquor: No
 Airline or Railway Carrier: No
 Local Jurisdiction Type: County
 Local Jurisdiction: BIBB
 Arrest History: No

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

Licensee Information

Licensee Type: Individual
 Licensee Name: PATEL, LAXMIBEN

Additional Information

Primary NAICS: 447110

Officers	Officer or Responsible Party
PATEL, LAXMIBEN	Both
PATEL, LAXMIBEN	Both



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	Wine Tasting	\$500
Sunday Sales	\$300	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.

\$ 1400 Alcohol License Fees + \$400 Application Fee = \$ _____

Agent Information

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

Location/Business Information

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

Business Continuation

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

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

BUSINESS

Federal Tax ID #: 99-210 4863 State Tax ID #: 305-984566

Business Name: Shualing Food mart Corporate and Trade Name: Shreesci24 LLC

Local Business Address: 2904 Shualing dr. macon. GA. 31211
(P.O. Box Not Allowed) City State Zip

Mailing Address: Same AS Street Address (City State Zip)

Local Business Phone #: [REDACTED] Email Address: [REDACTED]

Contact Person: Laxmiben Patel Contact Phone #: [REDACTED]

AGENT

Agent's Name: _____ Agent's Title: _____

Date of Birth: _____ Social Security Number: _____

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

Home Phone #: _____ Email: _____

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

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: Laxmiben Patel Title: owner

Home Address: [REDACTED] macon. State: GA. Zip: [REDACTED]

Home Phone #: [REDACTED] Email: [REDACTED]

Mailing Address: 2904 Shualing dr City: 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):	L Axmiben Patel		
Home Address:	[REDACTED]		
Sex	Race	Date of Birth	Social Security Number
F	[REDACTED]	[REDACTED]	[REDACTED]

☒ 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.

L M Patel
Signature

08/12/24
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 <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: Shroting foodmart / Shreesaiz4 LLC

Printed Name of Applicant: LAXmiben patel

*Signature of Applicant: LM Patel

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 12 DAY OF August, 2024.

JMB
 NOTARY PUBLIC

03.11.2025
 MY COMMISSION EXPIRES



 Applicant Status: Lawful Permanent Resident -Employment Authorized

The applicant is a non-national of the U.S. who has been granted authorization to live and work in the United States permanently as an immigrant. See the [Guide to Understanding SAVE Verification Responses](#) for additional information. Follow your agency's policy when determining whether this applicant is eligible for benefits.

SAVE Response Details

Case Verification Number

0024225152249TY

Class of Admission (COA) Code

IR5

Country of Birth

IND - INDIA

Date Admitted To

INDEFINITE

Agency Submitted Details

Full Name

Laxmiben Manilal Patel

Date of Birth

[REDACTED]

Alien Number

[REDACTED]

Initiated On

08/12/2024

Initiated By

JREN0851

Point of Contact Name

Jennifer Renfro

Point of Contact Phone Number

(478) 310-3576

MEASUREMENT FORM

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

APPLICANT: LAXMIBEN PATEL
PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO
BUSINESS LOCATION: 2904 SHURLING DR.
BUSINESS NAME: SHREESAI 24 LLC (DBA) SHURLING FOOD MART

To Be Completed by County Engineer

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

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

Date: 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

Shurling Food Mart
2904 Shurling Drive
7,850' — SCHOOL GROUND property line
Martin Luther King Jr. Elementary
8,500' — SCHOOL BUILDING
Martin Luther King Jr. Elementary
19,500' — COLLEGE CAMPUS property line
Macon University - #433 Cherry Street
16,900' — ALCOHOLIC TREATMENT CENTER building
River Edge - Emory Hwy.
5,950' — PUBLIC LIBRARY or BRANCH building
Shurling Branch
10,700' — MACON-BIBB COUNTY HOUSING AUTHORITY property
Henry A. Hunt School Village
4,50' — CHURCH (building)
Saint Paul AME Church
950' — CHURCH GROUNDS
Saint Paul AME Church
9,900' — M-B COUNTY RECREATION CENTER property
Delores A. Brooks Recreation Center
N/A — Vice Mart - Small Box Retail Store - Small Box Discount store (2500')
Applicant self-identified as a:
"Gas Station"

JCB

OK!

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
141275	546550	Print Legal Ad-IPL01707530 - IPL0170753	SHURLING FOODMART	\$46.36	1	29 L

Attention: LAXMIBEN PATEL

LAXMIBEN PATEL
2904 SHURLING DR
MACON, GA 31211

pnileshkumar92@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 May 5, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as SHREESA/24 LLC/SHURLING FOODMART, 2904 SHURLING DR 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 April 28, 2024. LAXMIBEN PATEL,
Applicant
IPL0170753
Apr 28,May 5 2024

To Whom It May Concern:

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

2 insertion(s) published on:

04/28/24, 05/05/24

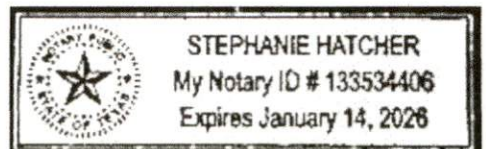
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 6th day of May 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-2024-883	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 04/16/2024
ISSUED TO NAME:	Laxmiben Patel	
	Shreesai24 LLC DBA Shurling Food Mart	
PROPERTY OWNER'S NAME:	SKY SIGMAN LLC	
PROPOSED USE:	Change of ownership c-store	
ADDRESS OF PROPOSED USE:	2904 SHURLING DR	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	U061-0152	ZONING DISTRICT: C-1

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, approval is granted to change ownership of 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 04/16/2025

APPROVED BY: John Langstaff

NOTICE

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



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	SHREESAI24 LLC	Control Number:	24060029
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Any legal purpose	NAICS Sub Code:	
Principal Office Address:	2904 SHURLING DR, MACON, GA, 31211, USA	Date of Formation / Registration Date:	3/21/2024
State of Formation:	Georgia	Last Annual Registration Year:	NONE

REGISTERED AGENT INFORMATION

Registered Agent Name: **LAXMIBEN PATEL**
Physical Address: **2904 SHURLING DR, MACON, GA, 31211, 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: Shuoling foodmart Name of Corporation: SHREESAI24 LLC

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

Individual:

Name and Title: Laxmiben Patel Telephone Number: _____

Date of Birth: _____ Social Security Number: _____

Residential Street Address: _____

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

Mailing Address: 2904 Shuoling dr. Macon GA 31211
(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

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



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

Alcohol Handler's Beverage License Application

APPLICANT

First Name: Laxmiben Last Name: Patel
Home Address: [REDACTED] City: macon State: GA Zip: 31216
Home Phone #: [REDACTED] Email: [REDACTED]
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: 2904 shuqing dr City: macon State: GA Zip: 31211

- 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 (in office) Payable to Macon-Bibb County Tax Commissioner's Office

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.

L M Patel
Applicant's Signature

08/11/14
Date

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

This 12 day of August, 20 24.

GMB
Notary Public



03.11.2025
My Commission Expires

Rev. 7/202121



Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

LAXMIBEN PATEL

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2024-09-03

Serial No.

cert_mv267t33





Laxmiben Patel



AH001380

ALCOHOL HANDLER

EXP: 12/31/2024

COMMERCIAL LEASE

(Triple Net with Option to Renew)

This Lease is made between SKY SIGMAN LLC ("Lessor"), and A & Z ENTERPRISES 1973 INC ("Tenant"). Tenant hereby offers to lease from Lessor the real property located in the City of MACON, State of Georgia, with a common address 2904 SHURLING DRIVE, MACON, GA 31211, (the "Real Property"), upon the following terms and conditions. (This document shall hereafter be referred to as the "Lease").

TERMS AND CONDITIONS

1. Term and Rent. Lessor leases to Lessee the above Real Property for a term of 5 years, commencing OCT 01 2017, and terminating on SEP 30 2022, or sooner as provided herein at the monthly rental of THREE THOUSAND EIGHT HUNDRED FIFTY DOLLARS ONLY (\$ 3850.00) for 1 to 6 months then FOUR THOSAND DOLLARS ONLY (\$4000.00) from 7 to 60 months payable in advance on the first day of each month for that month's rental, during the term of this Lease. All rental payments shall be made to Lessor at the address specified below.

2. Option to Renew. Provided that Tenant is not in default in the performance of this Lease, Tenant shall have the option to renew the Lease for one (or, if more than one option period given, insert number here 1 additional term(s) of 60 months commencing at the expiration of the initial Lease term. All of the terms and conditions of the Lease shall apply during the renewal term except that the monthly rent shall be the sum of \$4500.00. The option shall be exercised by written notice given to Lessor not less than 90 days prior to the expiration of the prior Lease term. (If no other time is inserted, notice shall be given ninety (90) days prior to the expiration of the prior lease term). If notice is not given in the manner provided herein within the time specified, this option shall lapse and expire.

3. Use. Tenant shall use and occupy the Real Property for the commercial purpose of C-STORE WITH GAS. The Real Property shall be used for no other purpose.

4. Lessor shall only have the right to terminate this lease with a 60 days written notice to Tenant at any time during this lease.

5. Care and Maintenance of Real Property. Tenant acknowledges that the Real Property is in good order and repair, unless otherwise indicated herein. Tenant shall, at his own expense and at all times, maintain the Real Property in good and safe condition, including pumps, tanks, canopy, plate glass, electrical wiring, air condition, plumbing and heating installations and any other system or equipment upon the Real Property and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for all repairs required, excepting the roof, exterior walls structural foundations, which shall be maintained by Lessor. Tenant shall also maintain in good condition such portions adjacent to the Real Property, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained.

Jan 

6. Alterations. Tenant shall not, without first obtaining the written consent of Lessor, make any alternations, additions, or improvements, in, to or about the Real Property.

7. Ordinances and Statutes. Tenant shall comply with all statutes, ordinances, regulations, covenants, conditions and requirements of all municipal, state and federal authorities (including owner's association and similar entities) now in force, or which may hereafter be in force, pertaining to the Real Property, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this Lease.

9. Utilities. All applications and connections for necessary utility services on the Real Property shall be made in the name of Tenant only, and Tenant shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services.

10. Entry and Inspection. Tenant shall permit Lessor or Lessor's agents (and/or Lessor's lenders and/or their agents and representatives) to enter upon the Real Property at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within ninety (90) days prior to the expiration of this Lease, to place upon the Real Property any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the Real Property thereafter.

11. Possession. If Lessor is unable to deliver possession of the Real Property at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this Lease be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this Lease if possession is not delivered within one hundred twenty days of the commencement of the term hereof.

12. Indemnification of Lessor. Lessor shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the Real Property or any part thereof, and Tenant agrees to indemnify and hold Lessor harmless from any claims for damages, no matter how caused, except for those caused by the sole negligence or sole unlawful conduct of Lessor.

13. Insurance. Tenant, at Tenant's expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Tenant and Lessor with minimum coverage as follows: no less than 1 million dollars. Tenant shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Tenant, Tenant and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

14. Eminent Domain. If the Real Property or any part thereof or any estate therein, or any other part of the building materially affecting Tenant's use of the Real Property, shall be taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Tenant. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu thereof.

15. Destruction of Real Property. In the event of a partial destruction of the Real Property during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations; but, such partial destruction shall not terminate this Lease, except that Tenant shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Tenant on the Real Property. If such repairs cannot be made within said sixty (60) days, Lessor, in Lessor's sole discretion and option, may make the repairs within a reasonable time, this Lease continuing in effect with the rent proportionately abated as provided in the preceding sentence, and in the event that Lessor shall not elect to make such repairs, which cannot be made within sixty (60) days, this Lease may be terminated at the option of either party. In the event that the building in which the Real Property may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this Lease whether the Real Property be injured or not. A total destruction of the building in which the Real Property may be situated shall terminate this Lease.

16. Lessor's Remedies on Default. If Tenant defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Tenant notice of such default and if Tenant does not cure any such default within 15 Days (this shall be fifteen, if no other number is filled in) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Tenant does not commence such curing within such 15 Days (this shall be fifteen, if no other number is filled in) days and thereafter proceed with reasonable diligence and good faith to cure such default), then Lessor may terminate this Lease and all rights of Lessee under this Lease by such written notice. If it so terminates on the date specified in such notice the term of this Lease shall terminate, and Tenant shall then quit and surrender the Real Property to Lessor, but Tenant shall remain liable as hereinafter provided. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Real Property by any lawful means and remove Tenant or other occupants and their effects. No failure to enforce any term shall be deemed a waiver. No act of Lessor shall be construed as terminating this Lease except written notice given by Lessor to Tenant advising Tenant that Lessor elects to terminate the Lease. In the event Lessor elects to terminate this Lease, Lessor may recover from Tenant: (a) The worth at the time of award of any unpaid rent that had been earned at the time of termination of the Lease; (b) The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Tenant proves could have been reasonably avoided; (c) The worth at the time of award of the amount by which the unpaid rent for the balance of the term of this lease after the time of award exceeds the amount of rental loss that Tenant proves could be reasonably avoided; and (d) Any other amount necessary to compensate Lessor for all detrimental proximately caused by Tenant's failure to perform its obligations under this Lease. The term "rent" as used in this Lease shall mean Rent and all other sums required to be paid by Tenant pursuant to the terms of this Lease. Lease shall personally guaranty this lease and all payments due for this lease.

17. Security Deposit. Tenant shall deposit with Lessor on the signing of this Lease the sum of Three thousand eight hundred dollars and 00 cent Dollars (\$ 3850.00) as security for the performance of Tenant's obligations under this Lease, including without limitation the surrender of possession of the Real Property to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Tenant, Tenant shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this Lease.

18. **Tax and Tax Increase.** Tenant will pay all state, federal, property or any other taxes and fees. In the event there is any increase during any year of the term of this Lease in real property taxes over and above the amount of such taxes assessed for the tax year during which the term of this Lease commences, whether because of increased rate, valuation or otherwise, Tenant shall pay to Lessor upon presentation of paid tax bills an amount equal to the increase in taxes upon the land and building on which the Real Property is situated. In the event that such taxes are assessed for a tax year extending beyond the term of the Lease, the obligation of Tenant shall be proportionate to the portion of the Lease term included in such year. All such tax obligations of Lessee hereunder shall be added to and become a part of the rent paid under this Lease.

19. **Common Area Expenses.** In the event the Real Property is situated in a shopping center, a commercial building or other complex in which there are common areas, Tenant agrees to pay Tenant's pro-rata share of maintenance, taxes, and insurance for the common area. All such obligations of Tenant hereafter shall be added to and become a part of the rent paid under this Lease.

20. **Attorney's Fees.** In case suit should be brought for recovery of the Real Property, or for any sum due hereunder, or because of any act which may arise out of the possession of the Real Property, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

21. **Waiver.** No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

22. **Notices.** Any notice which either party may or is required to give, shall be given by personal delivery or mailing the same, postage prepaid, to Tenant at the Real Property (or at the address indicated below), or Lessor at 1516 KALAMAZOO DRIVE SUITE B1, GRIFFIN, GA 30224, or at such other places as may be designated by the parties from time to time.

23. **Heirs, Assigns, Successors.** This Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest of the parties.

24. **Subordination.** This Lease is and shall be subordinated to all existing and future liens, mortgages, deeds of trust, ground leases, hypothecations, security devices and encumbrances ("Security Instruments") against the Real Property now or hereafter placed upon the Real Property, to any and all advances made under any of said Security Instruments. Tenant covenants and agrees to execute and deliver, upon demand, those instruments reasonably necessary to effect such subordination. Self-executing: The agreements contained in this Paragraph shall be effective without the execution of any further documents; the power given herein is coupled with an interest and is irrevocable. Provided, that upon written request from a Lender or Lessor in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or other relevant terms provided for herein.

25. **Time of Essence.** Time is of the essence in the performance of this Agreement.

26. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this Lease before the parties' execution hereof:

Handwritten signature and initials, possibly "TM" and a stylized "Q" or "A".

Signed this 5th day of Sept, 2017.

LESSOR: Sky Sigman

DATE: 9/5/17

By: SKY SIGMAN LLC

Anna D.
(Print Name and Title)

1516 KALAMAZOO DRIVE, STE B1
GRIFFIN GA 30224

Address(if different than Real Property address)

Tenant: TARIQ MOHAMMAD

DATE: 09-05-2017

By: A & Z ENTERPRISES 1973 INC

TARIQ MOHAMMAD OWNER
(Print Name and Title)

2904 SHIRLING DR. N. W. 31211
Address(if different than Real Property address)

Lease Assignment Agreement

ASSIGNMENT OF LEASE WITH CONSENT OF LANDLORD

THIS ASSIGNMENT OF LEASE dated this 23rd day of April, 2019

BETWEEN:

A & Z ENTERPRISES 1973 INC.

(the "Assignor")

OF THE FIRST PART

- AND -

JAYKHODAL MAA 2018 LLC & KHUSHBU MANILAL PATEL

(the "Assignee")

OF THE SECOND PART

IN CONSIDERATION OF the Assignor agreeing to assign and the Assignee agreeing to assume the Lease for the Premises, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties agree to keep, perform and fulfill the promises, conditions and agreements below:

Premises

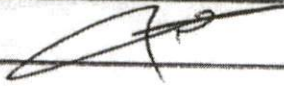
1. The Lease governs the rental of the following described premises (the "Premises") to the Assignor: 2904 SHURLING DRIVE, MACON, GA 31211.
2. The Assignor assigns and transfers to the Assignee all of the Assignor's right, title, and interest in and to the Lease and the Premises, subject to all the conditions and terms contained in the Lease.
3. This Assignment takes effect on APRIL 1, 2019 (the "Effective Date"), and continues until the present term of the Lease expires.
4. The Assignor covenants that:
 - a. the Assignor is the lawful and sole owner of the interest assigned under this Assignment.
 - b. this interest is free from all encumbrances; and
 - c. the Assignor has performed all duties and obligations and made all payments required under the terms and conditions of the Lease.
5. Consent to this Assignment will not discharge the Assignor of its obligations under the Lease in the event of a breach by the Assignee.



6. In the event of a breach by the Assignee, the Landlord will provide the Assignor with written notice of this breach and the Assignor will have full rights to commence all actions to recover possession of the Premises (in the name of the Landlord, if necessary) and retain all rights for the duration of the Lease provided the Assignor will pay all accrued rents and cure any other default.
7. It is the intention of the parties that this Assignment, and all suits and special proceedings under this Assignment, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Georgia.
8. This Assignment incorporates and is subject to the Lease, a copy of which is attached hereto, and which is hereby referred to and incorporated as if it were set out here at length. The Assignee agrees to assume all of the obligations and responsibilities of the Assignor under the Lease.
9. This Assignment will be binding upon and inure to the benefit of the parties, their successors, assigns, personal representatives, beneficiaries, executors, administrators, and heirs, as the case may be.
10. All rents and other charges accrued under the Lease prior to the Effective Date will be fully paid by the Assignor, and by the Assignee after the Effective Date. The Assignee will also be responsible for assuming and performing all other duties and obligations required under the terms and conditions of the Lease after the Effective Date.
11. There will be no further assignment of the Lease without the prior written consent of the Landlord.

IN WITNESS WHEREOF the Assignor and Assignee have duly affixed their signatures under hand and seal on this 23rd day of April, 2019.

A & Z ENTERPRISES 1973 INC. (Assignor)

SIGN  DATE APRI 1st 2019

JAYKHODAL MAA 2018 LLC & KHUSHBU MANILAL PATEL (Assignee)

SIGN  DATE APRI 1st 2019

CONSENT OF LANDLORD

The Landlord in the above Assignment of Lease executed on the 1st day of April, 2019, consents to that Assignment. The Landlord also agrees to the Assignee assuming after 1st day of April, 2019, the payment of rent and performance of all duties and obligations as provided in the Lease.

Dated: 25 day of April, 2019

Landlord: **SKY SIGMAN LLC.**

SIGN 

Assignment Of Commercial Lease

This Assignment of commercial lease ("Assignment") is made effective [JULY 24 2024], by and between [JAYKHODAL MAA 2018 LLC & KHUSHBU PATEL], hereinafter referred to as the "Assignor", and [SHREESA/24 LLC & LAXMIBEN PATEL], hereinafter referred to as the "Assignee".

Premises: The Assignor is the current lessee of the commercial premises located at [2904 SHURLING DR, MACON GA 31211], hereinafter referred to as the "Premises", pursuant to a lease agreement date [OCT 01, 2017] with [SKY SIGMAN LLC].

Assignment: The Assignor hereby assigns all its right, title, and interest in and to the lease agreement for the premises to the assignee, subject to the terms and conditions contained herein.

Assumption: The Assignor hereby assumes all the Assignor's obligations under the lease agreement for the premises, effective as of the date of this Assignment.

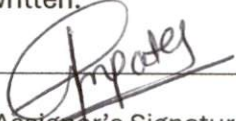
Consent of Landlord: The Assignor acknowledges that this Assignment is subject to the written consent of the Landlord, which consent shall not be unreasonably withheld, delayed, or conditioned. The Assignee agrees to promptly provide any information or documentation reasonably requested by the Landlord in connection with obtaining such consent.

Governing Law: This Assignment shall be governed by and construed in accordance with the laws of the [STATE OF GEORGIA /COUNTY OF BIBB].

Counterparts: This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and same instrument.

Entire Agreement: This Assignment constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.


[Assignor's Signature]

07/24/24
DATE

[JAYKHODAL MAA 2018 LLC & KHUSHBU PATEL]

L m. P
[Assignor's Signature]

07/24/24
DATE

[SHREESA/24 LLC & LAXMIBEN PATEL]

Agent Certification

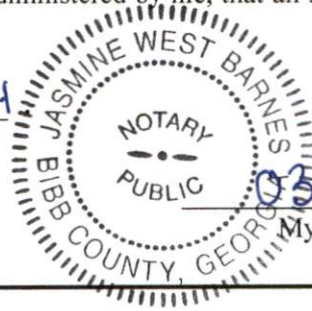
The undersigned certify that the information contained in this application and accompanying documentation is true and correct, and that the Agent named herein has directorial authority over the operations of the business to be licensed. The undersigned further agree to abide by, observe, and conduct 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: L M Patel Date: 08/12/24

Business Name: Shuoling food mart

I hereby certify that Laxmiben 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 12 day of August, 2024
JNB Notary Public
 My Commission Expires 03.11.2025



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: L M Patel Date: 08/12/24
 (If different from Agent)

Title: owner

Business Name: Shuoling food mart / Shreesai24 LLC

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

This 12 day of August, 2024
JNB Notary Public
 My Commission Expires 03.11.2025



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Shuoling food mart / Shreesai24 LLC

Business Address: 2904 Shuoling 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.

L M Pate
Applicant/Agent Signature

08/12/24
Date

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: Shurley food mart / Shorescaiz LLC

Business Address: 2904 Shurley 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.

Christopher R.
Code Enforcement Department Designee

08/01/24
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.

C m Patel
Applicant/Agent Signature

08/12/24
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>.

L M Patel
Signature

LAXMIben Patel
Print Name

08/01/24
Date



Alcohol License Questionnaire

Name of Business: Shuoling food mart
 Owner's Name: Laxmiben Patel
 Address: 2904 Shuoling 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

L M Patel
Signature

LAXmiben patel
Print Name

08/12/24
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: Shuelling food mart

Business Address: 2904 Shuelling 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

L M Patel
Applicant/Agent Signature

08/12/24
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

Business Owner

1. Name and Title of the applicant: LAXmiben patel
2. Name of the subject of this Certificate, if different from the applicant:
Shreesai 24 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.

L M patel

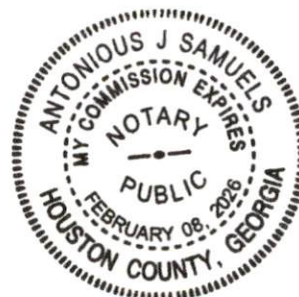
Print and Sign Name

Sworn to and subscribed before me this

26 day of August, 2024.

[Signature]
Notary Public

My Commission Expires: FEB 08, 2026



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: KHUSHBU PATEL
2. Name of the subject of this Certificate, if different from the applicant:
JAYKHODALMAA2018 LLC / SHREESAI 24 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

Sworn to and subscribed before me this

26 day of August, 2024.


 Notary Public

My Commission Expires: FEB 08, 2026



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Shreesai 24 LLC and Luxmiben Patel
 2. Name of the subject of this Certificate, if different from the applicant:
SKY Sigman LLC (Landlord). proprietor
 3. Benefit or privilege for which the applicant is applying (mark one):

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

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

N/A.

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

Print and Sign Name

Sworn to and subscribed before me this
2 day of Aug, 2024.

[Signature]
 Notary Public
 My Commission Expires: FEB 08, 2026



Page 2 of 2

Rev. April 2022
 See O-22-0011



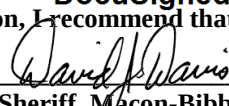
Tax Commissioner's Office
188 Third Street, Macon, Georgia 31201
Mail to: Tax Commissioner's Office PO Box 4503
Macon, GA 31208-4503

OFFICE USE ONLY ALCOHOL APPLICATION

Applicant Name: Laxmiben Patel – Fingerprints Completed: 09.10.2024

Business Name: SHREESAI24 LLC DBA Shurling Food Mart

Business Address: 2904 Shurling Dr Macon GA 31211

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		
Granted	 Sheriff, Macon-Bibb County, Georgia	10/1/2024 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 10/8/24 (Date) ^{DS}
FH (Initials)

Comments

Reviewed by Legal along with Security Camera inspection report dated 8/1/2024 completed by Code Enforcement on 8/1/2024. Recommend approval.

Initials

^{Initial}
SF Stephanie Freeman, Administrative Office Specialist

Added to the October 15, 2024 Pre-Commission Meeting



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	Wine Tasting	\$500
Sunday Sales	\$300	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 #: 99-3572494 State Tax ID #: 20299392369

Business Name: Bamba Mex Grill Corporate and Trade Name: _____

Local Business Address: 4524 Forsyth Rd STE 308 macon GA 31210

Mailing Address: 4524 Forsyth Rd STE 308 macon GA 31210
(P.O. Box Not Allowed) City State Zip
(City State Zip)

Local Business Phone #: 478-259-1885 Email Address: _____

Contact Person: Ashley Ray Gomez-Hernandez Contact Phone #: _____

AGENT

Agent's Name: Ashley Ray Gomez Hernandez Agent's Title: Owner

Date of Birth: _____ Social Security Number: _____

Home Address: _____ City: macon State: GA Zip: _____

Home Phone #: _____ Email: _____

Mailing Address: _____ City: macon State: GA Zip: _____

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: _____ 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):	Ashley Ray Gomez Hernandez		
Home Address:	[REDACTED]		
Sex	Race	Date of Birth	Social Security Number
Female	White	[REDACTED]	[REDACTED]



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

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

Ashley Ray Gomez Hernandez 09/17/24
Signature Date

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

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

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

Agency Designee Signature and Title

Date

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print):	Maria Magdalena Arroyo		
Home Address:			
Sex	Race	Date of Birth	Social Security Number
Female	Hispanic		

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

Signature 

Date 9-17-24

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

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

Purpose Code used: (check one)

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

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

	No Georgia CHRI results available.
	Georgia CHRI attached/released

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

Agency Designee Signature and Title _____

Date _____

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

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

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

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

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

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

Business Name: Bamba Mex Grill

Printed Name of Applicant: Ashley Ray Gomez Hernandez

*Signature of Applicant: Ashley Ray Gomez Hernandez

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 17 DAY OF September, 2024.

Angelica Angel
 NOTARY PUBLIC

03-29-2027
 MY COMMISSION EXPIRES
 ANGELICA ANGEL
 NOTARY
 EXPIRES
 GEORGIA
 03-29-2027
 PUBLIC
 BIBB COUNTY

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: Bamba Mex Grill

Printed Name of Applicant: Maria Magdalena Arroyo

*Signature of Applicant: 

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 17 DAY OF September, 2024.


 NOTARY PUBLIC

03/29/2027
 MY COMMISSION EXPIRES



MEASUREMENT FORM

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

APPLICANT: MARIA ARROYO
PROPOSED LICENSE: BEER, WINE, AND LIQUOR CONSUMED ON PREMISES
BUSINESS LOCATION: 4524 FORSYTH RD. #308
BUSINESS NAME: BAMBA MEX 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:


John W. Hayes - Macon-Bibb County Engineer

Date:

7/23/24

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.

Bamba Mexgill

4524 Forsyth Road, #308

26,200' — ALCOHOLIC TREATMENT CENTER property line

River Edge - Emery Highway

9,700' — MHA housing unit property line

Northside Senior Village

OK!

Paul J. Hornowski

July 22, 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
144630	577614	Print Legal Ad-IPL01859050 - IPL0185905		\$46.36	1	28 L

Attention: Ashley Gomez-Hernandez

Ashley Gomez-Hernandez
4524 Forsyth road #308
Macon, GA 31210

bambamexgrill@gmail.com

GEORGIA, BIBB COUNTY

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

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the July 28, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Bamba Mex Grill, 4524 Forsyth Road Macon Ga 31210. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This August 4, 2024. Ashley Gomez-Hernandez, Applicant
IPL0185905
Jul 28, Aug 4 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:
07/28/24, 08/04/24

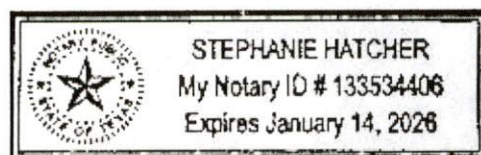
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 5th day of August 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!



ZONING COMPLIANCE

PERMIT NO: ZC-2024-1920	PERMIT TYPE: Permitted Use	DATE ISSUED: 09/09/2024
PARCEL NO: M061-0134	ZONING DISTRICT: C-4	NEW CONSTRUCTION: No
NAME OF APPLICANT:	maria Arroyo Bamba Mex Grill	
PROPOSED USE:	Change of ownership restaurant w alcohol	
ADDRESS OF PROPOSED USE:	4524 FORSYTH RD suite 308	
PROPERTY OWNER'S NAME:	TYLER J RAULS JR FAMILY PARTNERSHIP LLLP	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application and ZC-2022-0356, approval is granted to change the ownership of an existing restaurant with alcohol consumed on premises and continue its operation as it is currently (Suite 308). 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: 09/09/2025

APPROVED BY: John Langstaff

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:	Bamba Mex Grill LLC	Control Number:	24117859
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Any legal purpose	NAICS Sub Code:	
Principal Office Address:	162 Westwood Circle, Macon, GA, 31206, USA	Date of Formation / Registration Date:	6/10/2024
State of Formation:	Georgia	Last Annual Registration Year:	NONE

REGISTERED AGENT INFORMATION

Registered Agent Name:	Ashley Gomez-Hernandez
Physical Address:	162 Westwood Circle, Macon, GA, 31206, 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: Bamba Mex Grill Name of Corporation: _____

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

Individual:

Name and Title: Ashley Ray Gomez Hernandez Telephone Number: [REDACTED]

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

Residential Street Address: [REDACTED]

Mailing Address: [REDACTED]

(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(s): 2
- ☐ Member holdings 50 % of all outstanding membership interests.
- ☐ Privately Held Corp./Company
- ☐ Corporate Officer: Yes ___ No ___
- ☐ Other
- ☐ Other person exercising operational authority over the entity: _____

Ownership Disclosure Form

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

Business:

Trade Name: Bamba Mex Grill Name of Corporation: _____

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

Individual:

Name and Title: Maria Magdalena Arroyo Telephone Number: [REDACTED]

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

Residential Street Address: [REDACTED]

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

Mailing Address: [REDACTED]
(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(s): 2
 - Member holdings 50 % 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: Ashley Ray Last Name: Gomez Hernandez
Home Address: [REDACTED] City: Macon State: GA Zip: 31206
Home Phone #: [REDACTED] Email: [REDACTED]
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: [REDACTED] 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, moneyorder/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.

Ashley Ray Gomez Hernandez
Applicant's Signature

09/17/24
Date

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

This 17 day of September, 20 24.

[Signature]
Notary Public

03-29-2027
My Commission Expires





Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

ASHLEY RAY GOMEZ HERNANDEZ

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2024-09-18

Serial No.

cert_yq8g8kvd





Ashley Gomez-Hernandez



AH001389

ALCOHOL HANDLER

EXP: 12/31/2025



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: Maria Magdalena Last Name: Arroyo
Home Address: [REDACTED] City: macon State: GA Zip: 31210
Home Phone #: [REDACTED] Email: [REDACTED]
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: [REDACTED] City: macon State: GA Zip: 31210

- A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.
- Current Color photograph of applicant.
- \$25 cash, money order/check or debit/credit (in office) Payable to Macon-Bibb County Tax Commissioner's Office

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 9-17-24

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

This 17 day of September, 2024.

[Signature]
Notary Public



03-29-2027
My Commission Expires

Rev. 7/202121



Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

MARIA MAGDALENA ARROYO

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2024-09-18

Serial No.

cert_yrv7bxd1





Maria Arroyo



AH001390

ALCOHOL HANDLER

EXP: 12/31/2025



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COMMERCIAL LEASE AGREEMENT

THIS INDENTURE OF LEASE made and entered into this 16th day of July, 2024, by and between

Tyler J. Rauls, Jr. Family Partnership, LLLP

(hereinafter called "Lessor"), and Bamba Mex Grill, LLC

(hereinafter called "Lessee"). The agreement shall be binding upon and Inure to the benefit of the parties hereto and their respective executors, administrators, heirs, devisees, legatees, next-of-kin, successors and assigns who are bound as fully and completely by the covenants herein as the parties hereto, provided, however that the provisions of the paragraph entitled "Lease Non-Assignable" shall control this paragraph, and Murphey, Taylor & Ellis, Inc., its successors and assigns shall be a third party beneficiary hereof.

WITNESSETH: That Lessee has this day rented from Lessor and Lessor has rented to Lessee the following described premises in

Bibb County, Georgia,

Approximately 2,282 square feet of retail space

and being known as 4524 Forsyth Road, Suite 308, Macon, Georgia, for the term of three (3) years, three and one half (3.5) months commencing on the 15th day of July, 2024, and ending on the 31st day of October, 2027 to be used for no other purpose than restaurant

(1) Lessee agrees to pay Murphey, Taylor & Ellis, Inc., its successors and assigns, Agents for Lessor, at its office promptly on the first day of each rental month, in advance, a base rental of Nineteen hundred twenty two & 00/100 dollars

(\$ 1,922.00) (per month, beginning October 15, 2024 and continuing on the first day of each month, until and including October, 2025 (See Special Stipulations)

(2) See Exhibit(s) A,B,C which are attached and by reference are made a part hereof.

(3) Time is of the essence of this lease and should payments be made later than the 10th of the month, Lessee shall be obligated to pay as additional rental, a late charge of 10% of the scheduled monthly rent which shall be due and payable at the time any such past due payment is made. Acceptance by Murphey, Taylor & Ellis, Inc. of late rental payments shall not be deemed a waiver by Murphey, Taylor & Ellis, Inc., and/or Lessor of its right to declare a default hereunder for Lessee's failure to make rental payments as herein provided.

(4) Lessee shall deposit with Landlord upon execution of this Lease \$ 2,500.00 as a Security Deposit which shall be held by Murphey, Taylor & Ellis, Inc., without liability to Lessee for any interest thereon, as security for the full and faithful performance by Lessee of each and every term, covenant and condition of this Lease. If any of the rents or other charges or sums payable by Lessee shall be overdue and unpaid or should Murphey, Taylor & Ellis, Inc., and/or Lessor make payments on behalf of Lessee, or should Lessee fail to perform any of the terms of this Lease, then Murphey, Taylor & Ellis, Inc., may, at its option, appropriate and apply the security deposit, or so much thereof as may be necessary to compensate Murphey, Taylor & Ellis, Inc., and/or Lessor toward the payment of the rents, charges, or other sums due from Lessee, or toward any loss, damage or expense sustained by Murphey, Taylor & Ellis, Inc., and/or Lessor resulting from such default on the part of Lessee; and in such event Tenant shall upon demand restore the security deposit to the original sum deposited. In the event Lessee furnishes Murphey, Taylor & Ellis, Inc., with proof that all utility bills have been paid through the Lease termination, turns in all the keys to the premises and performs all of Lessee's other obligations under this Lease, the security deposit shall be returned in full to Lessee within thirty (30) days after the date of the expiration of this Lease and the surrender of the Premises by Lessee in compliance with the provisions of this Lease.

(5) If for any reason whatsoever, whether or not attributable to the fault of the Lessor, Lessor is unable to deliver possession of the Premises to the Lessee at the commencement of the term of this Lease, Lessor shall not be liable to Lessee in any way for damages and this Lease shall not terminate; however, Lessee shall have no obligation to pay rent hereunder until possession of the Premises is delivered to Lessee, and the term of this Lease shall be deemed to be postponed, by postponing the beginning and ending dates of the term and any renewal terms by an amount of time equal to such delay in delivering possession.

(6) Lessor agrees to keep in good repair the roof, foundations, and exterior walls of the Premises (exclusive of all glass, windows and all exterior doors), and underground utility and sewer pipes outside the exterior walls of the building, excluding all repairs rendered necessary by the act of negligence of Lessee, its agents, employees, or invitees. Murphey, Taylor & Ellis, Inc., and/or Lessor shall have no obligation to inspect the Premises. Lessee shall promptly report to Murphey, Taylor & Ellis, Inc., any defective condition which Lessor is obligated to repair and failure to do so shall make Lessee solely responsible for any liability incurred by lessor by reason of such defects.

(7) Lessee accepts the Premises in their present condition and is suited for the uses intended by Lessee. Lessee agrees, throughout the initial term of this Lease and any extension or renewal thereof, at his expense to keep clean and in good order and repair all parts and portions of the Premises excluding only such repairs as Lessor is specifically obligated to make hereunder. Lessee's obligation to repair shall include the obligation to maintain, service, and replace. Without limiting the generality of the foregoing in any way, Lessee expressly agrees that such obligation to repair, maintain, service and replace shall extend to all heating, electrical, air conditioning, sprinkler systems, plumbing fixtures and sewerage pipes, being responsible for all damages to the property of Lessor's other tenants in said building caused by the overflow or breakage of any pipes in said premises

Surrender of Premises	(9) At the end of the term, Lessee shall surrender the demised premises in as good condition as they are now in, excepting only fair wear and tear and such defects as Lessor is expressly obligated hereunder to repair. Lessor may require Lessee to remove any alterations, additions, or improvements (whether or not made with Lessor's consent) at the termination of this Lease and to restore the Premises to its prior condition, all at Lessee's expense. All alterations, additions, and improvements which Lessor has not required Lessee to remove shall become Lessor's property and shall be surrendered to Lessor upon the termination of this Lease. Lessee may (if not in default hereunder) prior to the expiration of this Lease, or any extension or renewal thereof, remove any trade fixtures and equipment which he placed in the premises, provided Lessee repairs all damage to the Premises caused by such installation and removal.
Pests	(10) Lessor shall at his expense keep the demised premises free from termites, powderpost beetles, Termites, and similar wood destroying insects. Lessee shall at his expense keep the demised premises free from Rodents, all other insects, rodents, and pests.
Utilities, Taxes and Garbage	(11) Lessee shall pay all utility bills for electricity, water, heat, gas, power, sanitary sewers, garbage collection, any other utility, and television cable service which may be incurred in the use of the Premises. Lessor shall pay all ad valorem taxes assessed against the Premises, except that Lessee shall pay such taxes to the extent that they are attributable to alterations or improvements by Lessee.
Release, Indemnity Liability Insurance	(12) Lessee hereby releases Lessor and Murphey, Taylor & Ellis, Inc., and the officers, agents and employees of either from any and all liability for injury or damage to his person or property arising from any cause whatsoever on or about the Premises or on or about Lessor's property of which the Premises are a part. Lessee hereby agrees to indemnify and hold harmless Lessor and Murphey, Taylor & Ellis, Inc. and the officers, agents, and employees of either, from and against any and all liability for damage to person or property of any person arising on the Premises or from Lessee's use of the Premises or caused by the negligence or intentional fault of Lessee, its officers, agent, servants, customers or invitees, and all expenses incurred by Lessor and Murphey, Taylor & Ellis, Inc., and the officers, agents and employees of either because thereof, including attorney fees and court costs. Lessee shall during all terms of this Lease, and any extension or renewal thereof, and at Lessee's expense maintain in full force and effect comprehensive general liability insurance with limits of \$ 1,000,000.00 per person and \$ 2,000,000.00 per incident, and property damage limits of \$ 250,000.00 which insurance shall contain a special endorsement recognizing and insuring any liability accruing to Lessee, and naming Lessor and Murphey, Taylor & Ellis, Inc., as additional insured's. Lessee agrees to deliver to Lessor prior to the commencement of the term of this Lease a certificate of the policy or policies together with evidence of payment and failure to provide and keep in force such insurance shall constitute an event of default and entitle Lessor to the remedies hereinafter set forth. The insurance policy shall provide the same may not be cancelled without fifteen (15) days prior written notice to Lessor c/o Murphey, Taylor & Ellis, Inc. Lessor and Lessee each hereby release and relieve the other, and waive its right of recovery, for loss or damage arising out of or incident to the perils insured against which perils occur in, on or about the Premises, whether due to the negligence of Lessor or Lessee or their agents, employees, contractors, and/or invitees, to the extent such loss or damage is within the policy limits of said comprehensive general liability insurance.
Casualty and Eminent Domain	(13) If the Premises are totally destroyed by storm, fire, flood, earthquake or other casualty, this Lease shall end and the Lessee shall be liable for rent only up to the time of destruction. If the Premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as use of the Premises has been destroyed and Lessor shall restore the Premises to substantially the same condition as before damage a reasonable time or may, at its option cancel this Lease if in Lessor's reasonable estimation the results of such damage or destruction cannot be materially restored within ninety (90) days of the occurrence of such damage or destruction. In the event that all of the demised premises or building or such portion thereof as renders them worthless or substantially worthless for the uses permitted hereunder, is taken through exercise of the power of eminent domain or sold to the possessor of such power under threat of its exercise, this Lease shall terminate. Such termination shall be without prejudice to the rights of either Lessor or Lessee to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither the Lessee nor the Lessor shall have any rights in any award made to the other by any condemnation authority notwithstanding the termination of the Lease as herein provided. If any lesser portion is so taken or sold the rent shall be reduced in proportion to the interference with Lessee's use occasioned thereby.
Compliance with Laws and Insurance Requirements	(14) Lessee shall comply with all laws, ordinances, rules and regulations of all governments and all governmental agencies. Lessee agrees not to have the premises unoccupied nor commit or permit any act which will vitiate the fire and/or other casualty insurance on the premises or increase the rate.
Governmental Orders	(15) Lessee agrees, at its own expense, to comply promptly with all requirements of any legally constituted public authority made necessary by reason of Lessee's occupancy of the Premises. Lessor agrees to comply promptly with any such requirements if not made necessary by reason of Lessee's occupancy.
No Estate In Land	(16) Regardless of the length of the term hereof, this agreement shall create the relationship of Lessor & Lessee, no estate shall pass out of Lessor; Lessee has only a usufruct, which is subject to levy and sale and is not assignable by Lessee except by Lessor's consent.
Lease Non-Assignable	(17) Lessee has no right or power to assign, mortgage, or pledge this Lease, or to sublet the whole or any part of the Premises for all or any part of the term hereof, or to place any tenant, sub-tenant, or licensee upon said Premises without first obtaining the written consent of Lessor. The assignee of Lessee, at the option of Lessor, shall become liable to Lessor for all obligations of Lessee hereunder, but no sub-lease or assignment by Lessee shall relieve Lessee of any liability hereunder.
Lessor's Entry of Premises	(18) Lessee shall have full control and possession of the Premises; however, Lessor may enter the Premises at reasonable times to inspect the Premises to see that Lessee is complying with all its obligations hereunder, and to make repairs required by Lessor including the right to make repairs and replacements which the Lessee is obligated to make and to charge the cost to the Lessee. Lessor may card the Premises "For Rent" or "For Sale" one hundred twenty (120) days before the termination of this Lease. Lessor may enter the Premises at reasonable hours to exhibit the Premises to prospective purchasers or tenants.
Signs	(19) Lessee shall have no right to install any sign on any portion of the Premises, except with the prior written approval of Lessor. Any and all signs placed on the Premises by Lessee must be maintained in compliance with governmental rules and regulations governing such signs, and Lessee shall be responsible to Lessor for any damage caused by installation, use or maintenance of said signs, and all damage incident to such removal.
Lessee Holding Over	(20) If Lessee remains in possession of the Premises after the expiration of the term hereof, with Lessor's acquiescence and without any express agreement between the parties, Lessee shall be a tenant at will at the rental rate which is in effect at end of this Lease and there shall be no renewal of this Lease by operation of law. If Lessee remains in possession of the Premises after expiration of the term hereof without Lessor's acquiescence, Lessee shall be a tenant at sufferance and commencing on the date following the date of such expiration, the monthly rental payable under this Lease shall, for each month, or fraction thereof during which Lessee so remains in possession of the Premises, be twice the monthly rental otherwise payable.
Waiver of Homestead	(21) Lessee hereby waives all right to the benefit of any and all homestead exemption laws and conveys and assigns to Lessor or his assigns a sufficient amount of such homestead or exemption as may be allowed in the event of bankruptcy to pay all sums and damages owed hereunder by Lessee to Lessor, and Lessee hereby directs the trustee in bankruptcy to deliver to Lessor a sufficient amount of any property or money claimed as exempt to pay such amounts and damages in full.
	(22) The happening of anyone or more of the following events (hereinafter anyone of which may be referred to as an "Event of Default")

(23) Upon the occurrence of an Event of Default, Lessor, in addition to any and all other rights or remedies it may have at law or in equity, shall have the option of pursuing anyone or more of the following remedies:

Remedies
Upon Default

(A) Lessor may terminate this Lease by giving notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease, and all rights of Lessee under this Lease and in and to the Premises shall expire and terminate, and Lessee shall remain liable for all obligations under this Lease arising up to the date of such termination and Lessee shall surrender the Premises to Lessor on the date specified in such notice;

(B) Lessor may terminate this Lease as provided in paragraph (A) hereof and recover from Lessee all damages Lessor may incur by reason of Lessee's default, including, without limitation, a sum which, at the date of such termination, represents the then value of the excess, if any, of (i) the monthly rental and additional rent for the period commencing with the day following the date of such termination and ending with the date herein before set for the expiration of the full term hereby granted, or (ii) the aggregate reasonable rental value of the Premises (less reasonable brokerage commissions, attorney's fees and other costs relating to the reletting of the Premises) for the same period, all of which excess sum shall be deemed immediately due and payable;

~~(C) Lessor may, without terminating this Lease, declare immediately due and payable all monthly rental and additional rent due and coming due under this Lease for the entire remaining term hereof, together with all other amounts previously due, at once, provided, however, that such payments shall not be deemed a penalty or liquidated damages but shall constitute payment in advance of rent for the remainder of said term; upon making such payment, Lessee shall be entitled to receive from Lessor all rents received by Lessor from other assignees, tenants, and subtenants on account of the Premises during the term of the Lease, provided that all monies to which Lessee shall so become entitled shall in no event exceed the entire amount actually paid by Lessee to Lessor pursuant to this clause (C) less all costs, expenses and attorney's fees of Lessor incurred in connection with the reletting of the Premises; or~~

arom
M.H.A.

(D) Lessor may, from time to time without terminating this Lease, and without releasing Lessee in whole or part from Lessee's obligation to pay monthly rental and additional rent and perform all the covenants, conditions and agreements to be performed by Lessee as provided in this Lease, make such alterations and repairs in order to relet the Premises, and, after making such alterations and repairs, Lessor, may, but shall not be obligated to, relet the premises or any part thereof for such term or terms at such rental and upon such conditions as Lessor in its sole discretion may deem advisable or acceptable; upon such reletting, all rentals received by Lessor from such reletting shall be applied first, to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor, second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorneys' fees and of costs of such alterations and repairs, third, to the payment of the monthly rental and additional rent as the same may become due and payable hereunder, if such rentals received from such reletting during any month are less than those to be paid during the month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor, which deficiency shall be calculated and paid monthly; Lessee shall also pay Lessor as soon as ascertained and upon demand all costs and expenses incurred by Lessor in connection with such reletting and in making any alterations and repairs which are not covered by the rentals received from such reletting, notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach.

Subordination
and
Attornment

(24) This Lease is subject and subordinate to all mortgages or deed to secure debt which may now or hereafter affect the Premises or the land on which the Premises are situated, and to all renewals, modifications and extensions thereof. In confirmation of such, Lessee shall upon the request of Lessor, execute and deliver in recordable form any instrument of subordination requested by Lessor. Any such subordination agreement provides that the holder and any purchaser (including holder) at any form of foreclosure sale or by deed in lieu of foreclosure will recognize Lessee as its tenant and not disturb Lessee's quiet possession of the Premises. In the event that title to the Premises is acquired by any other person, Lessee agrees to attorn, to, and recognize as Lessor, any such successor in title and to execute any document which may be proper to evidence the same.

Attorney
Fees

(25) In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Lease on the part of Lessee, Lessee shall pay Lessor, in addition to all other damages, a sum equal to 15% of such other damages as reasonable attorneys' fees.

Rules and
Regulations

(26) Lessee shall observe faithfully and comply strictly with the Rules and Regulations as Lessor may from time to time reasonably adapt for the safety, care and cleanliness of the Premises or the preservation of good order therein. Lessor shall not be liable to Lessee for any violation of the Rules and Regulations, or for the breach of any covenant or condition in any lease, by any other tenant in the building or Shopping Center.

Limitation on
Lessor's
liability

(27) It is understood and agreed that Lessor shall have no personal liability in respect to any of the covenants, conditions or provisions of this Lease; in the event of a breach or default by Lessor, of any of its obligations under this Lease, Lessee shall look solely to the equity of the Lessor in the Premises.

Rights
cumulative

(28) All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

Waiver of
Rights

(29) No failure of Lessor to exercise any power given Lessor hereunder or to insist upon strict compliance by Lessee of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

(30) MURPHEY, TAYLOR & ELLIS, INC. HAS ACTED AS AGENT FOR THE LESSOR IN THIS TRANSACTION AND IS TO BE PAID A COMMISSION BY LESSOR. MURPHEY, TAYLOR & ELLIS, INC. HAS NOT ACTED AS AGENT IN THIS TRANSACTION FOR THE LESSEE.

Agency
and Agents
Compensation

Realizing that valuable services have been rendered by Murphey, Taylor & Ellis, Inc., in procuring this Lease Agreement, Lessor hereby designates and appoints Murphey, Taylor & Ellis, Inc., its true and lawful agent under this Lease and hereby authorizes Murphey, Taylor & Ellis, Inc., to perform all of Lessor's obligations hereunder as agent for Lessor and hereby releases Murphey, Taylor & Ellis, Inc., from any and all liability for any action of Murphey, Taylor & Ellis, Inc., its heirs, successors or assigns. At the discretion of Murphey, Taylor & Ellis, Inc., any and/or all escrowed funds may or may not be placed in an interest bearing account and any interest earned on such funds and/or account is to be credited to the Broker in order to perform all of Lessor's obligations hereunder. Lessor covenants and agrees to pay Murphey, Taylor & Ellis, Inc., its heirs, successors or assigns on the first day of the term a procurement fee as follows: (i) If the term is less than one (1) year, the procurement fee will be equivalent to one-half the first full month's total rental (including base and additional rentals) and an additional one-half of the twelfth month's total rental if the Lease remains in effect to that time; (ii) if the term is equal to or more than one (1) year but less than three (3) years, the procurement fee will be equivalent to the first full month's total rental; (iii) If the term is equal to three (3) years but less than five (5) years the procurement fee will be equivalent to two times the first full month's total rental; (iv) If the term is equal to five (5) years or longer, Lessor and Murphey, Taylor & Ellis, Inc., shall negotiate a fair and equitable procurement fee. On renewals the procurement fee will be one-half (1/2) month's total rental for Leases up to three (3) years and one (1) month's total rental for Leases three (3) years or longer. Should the rental vary during the term, the procurement fee will be equivalent to the average monthly rental throughout the term of the Lease.

Lessor further covenants and agrees to pay Murphey, Taylor & Ellis, Inc., its heirs, successors or assigns on the first day of each month during the term and any renewals, a commission equal to six (6%) percent of the total monthly rental (including base and additional rentals). Lessor and Lessee each hereby covenant and agree that the agency of Murpney, Taylor & Ellis, Inc. is coupled with an interest and do further covenant and agree that Murphey, Taylor & Ellis, Inc., is hereby indefeasibly vested with all the rights of a third party beneficiary of this contract and may bring suit in its own name and that no modification or termination of the Lease shall adversely affect its right hereunder unless made with its written consent. In the event the Lease is terminated solely because of default on the part of Lessee, Lessor shall be relieved of liability for Murphey, Taylor & Ellis, Inc's. commission and Lessee shall be relieved of liability for Murphey, Taylor & Ellis, Inc's. other promises as an expansion of, addition to, or

In addition to the covenants to pay commission set forth herein shall be deemed to run with the land and be binding not only upon the original Lessor, who shall remain liable (even though its liability hereunder may otherwise be limited) to Murphey, Taylor & Ellis, Inc., but also upon his successor or successors in title or interest, whether immediate or remote, and each such successor or successors shall be deemed to have personally assumed the obligation to pay such commissions. In the event that Lessor or Lessee or the successor of either or both extend this Lease or enter into a new or renewal lease at the expiration of this Lease that includes all or part of the Premises, Murphey, Taylor & Ellis, Inc., shall be deemed the procuring cause of the same and the Lessor thereunder shall pay to Murphey, Taylor & Ellis, Inc., its procurement fee and rental commission and this paragraph shall be deemed to be incorporated into such extension, new or renewal lease.

Notices

(31) Whenever any notice, request, or demand is required or permitted under this Lease, the same shall be in writing and may be served by depositing the same post paid in the United States Mail, to be sent, at the election of sender, by either first class or certified mail, and addressed to Lessor, **c/o Murphey, Taylor & Ellis, Inc., 3095 Vineville Ave., Macon, Georgia 31204**, or to Lessee at the following address:

4524 Forsyth Rd. Suite 308, Macon, Georgia 31210

Improvements
by Lessor

(32) Lessor agrees at its expense to make the improvements to the Premises shown on **Exhibit(s)** _____ which are attached hereto and made a part hereof.

Effect of
Titles

(33) The titles placed on this Lease are for convenience only and shall be disregarded in construing this Lease.

Entire
Agreement

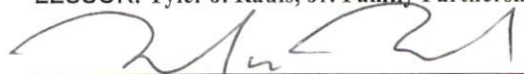
(34) This Lease contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect. No subsequent alteration, amendment, change or addition to this Lease, except as to changes or additions to the Rules and Regulations described in Paragraph 26, shall be binding upon Lessor or Lessee unless reduced to writing and signed by Lessor and Lessee.

Special
Stipulations

(35) Any Special Stipulations below or set forth in the attached **Exhibit(s)** A,B,C Insofar as said Special Stipulations conflict with any of the foregoing provisions, said Special Stipulations shall control.

IN WITNESS WHEREOF, he parties herein have hereunto set their hands and seals, in triplicate.

LESSOR: Tyler J. Rauls, Jr. Family Partnership, LLLP

 (SEAL)

(SEAL)

Date and Time executed by Lessor: 7-16-24

EXHIBIT "C"
PERSONAL GUARANTY

THIS AGREEMENT dated this 16th day of July, 2024 entered into by and between Tyler J. Rauls, Jr. Family Partnership, LLLP, hereinafter called **OWNER**, and Ashley Ray Gomez-Hernandez and Maria Magdalena Arroyo, hereinafter called **GUARANTORS**.

WITNESSETH, that **OWNER** is simultaneously herewith, entering into a lease with Bamba Mex Grill, LLC, as **LESSEE**, said lease being dated July 16, 2024 and covering space at 4524 Forsyth Road, Suites 308, Macon, GA 31210.

NOW THEREFORE, in consideration of **OWNER** entering into said lease with Bamba Mex Grill, LLC, as **LESSEE**, Guarantors do hereby guarantee the rental and other payments required as well as all of the terms, conditions, covenants and agreements as contained in said lease on the part of the **LESSEE** to be performed and further agrees that they will be jointly and severally liable with **LESSEE** for the performance of all the conditions of the lease. The Guarantors agree that this Guaranty shall not be affected by any limitation of recovery, by the amount of recovery or by the disaffirmance arising out of any bankruptcy, reorganization or insolvency of the **LESSEE**, its successors or assigns. The Guarantors agree that they may be made a party defendant individually, collectively, or in connection with **LESSEE** in any action brought under the provisions of said Lease. The Guarantors further acknowledge that they are hereby individually guaranteeing assets, and that this Guaranty is in no way limited by any partnership (limited or otherwise) or other legal entity presently existing or hereafter formed.

The provisions, covenants and conditions of this Agreement shall bind and inure to the benefit of the legal representatives, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

WITNESS:

Kathryn Brake

OWNER(S): Tyler J. Rauls, Jr.
Family Partnership, LLLP

By: [Signature]

GUARANTORS: Ashley Ray
Gomez-Hernandez & Maria
Magdalena Arroyo

By: Ashley Gomez Hernandez

By: [Signature] 7-15-24

[Signature]
[Signature]

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: Ashley Ray Gomez Hernandez Date: 09/17/24
 Business Name: Bamba Mex Grill

I hereby certify that Ashley Ray Gomez Hernandez (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 17 day of September, 2024.

[Signature]
 Notary Public

03-29-2027
 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: Ashley Ray Gomez Hernandez Date: 09/17/24
 (If different from Agent)

Title: Partner

Business Name: Bamba Mex Grill

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

This 17 day of September, 2024.

[Signature]
 Notary Public

03-29-2027
 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: 9-17-24

Business Name: Bamba Mex Grill

I hereby certify that Maria Magdalena Arroyo (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 17th day of September, 2024.


Notary Public

03-29-2027
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.

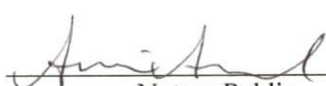
Individual/Owner's Signature:  Date: 9-17-24
(If different from Agent)

Title: Partner

Business Name: Bamba Mex Grill

I hereby certify that Maria M. Arroyo (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 17th day of September, 2024.


Notary Public

03-29-2027
My Commission Expires



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: Bamba Mex Grill

Business Address: 4524 Forsyth rd STE 308 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 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.

Ashley Ray Gomez Hernandez 09/18/24
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, 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: Bamba Mex Grill

Business Address: 4524 Forsyth rd STE 308 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.

Ashley Ray Gomez Hernandez
Applicant/Agent Signature

09/17/24
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>.

<u>Ashley Ray Gomez Hernandez</u>	<u>Ashley Ray Gomez Hernandez</u>	<u>09/17/24</u>
Signature	Print Name	Date

Applicant Privacy Rights Notification Signature Form

Applicant Notification and Record Challenge:

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Signature

Maria Magdalena Arroyo
Print Name

9-17-24
Date



Alcohol License Questionnaire

Name of Business: Bamba Mex Grill
 Owner's Name: Ashley Ray Gomez Hernandez
 Address: [REDACTED]

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

Ashley Ray Gomez Hernandez Ashley Ray Gomez Hernandez 9-17-24
 Signature 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: Bamba Mex Grill

Business Address: 4524 Forsyth Rd STE 308 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

Ashley Ray Gomas Henaoles
Applicant/Agent Signature

09/17/24
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

Business Owner

1. Name and Title of the applicant: Ashley Ray Gomez Hernandez
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.

Ashley Ray Gomez Hernandez
Print and Sign Name

Sworn to and subscribed before me this

17 day of September, 2022

[Signature]
Notary Public

My Commission Expires: 03-29-2027



Macon-Bibb County Certificate of Good Standing

Business

1. Name and Title of the applicant: Bamba Mex Grill

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.

Maria M. Arroyo
Print and Sign Name

Sworn to and subscribed before me this

18 day of September, 2024.

Jasmine Barnes
Notary Public

My Commission Expires: 03.11.2025



Macon-Bibb County Certificate of Good Standing

Property Owner

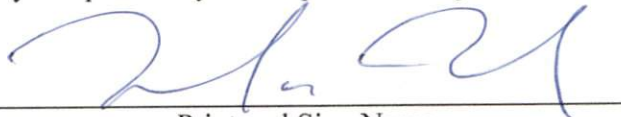
1. Name and Title of the applicant: Tyler J. Rauls, Jr. Family Partnership, LLLP
 2. Name of the subject of this Certificate, if different from the applicant:
Bamba Mex Grill, LLC
 3. Benefit or privilege for which the applicant is applying (mark one):

☐ 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.

Wesley Rauls

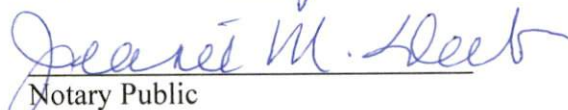
5. I, the undersigned, do hereby swear or affirm that the information contained in this Certificate is true and complete to the best of my available knowledge. I further swear or affirm that, as of today, none of the individuals or entities listed in this Certificate are more than 90 days delinquent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



Print and Sign Name

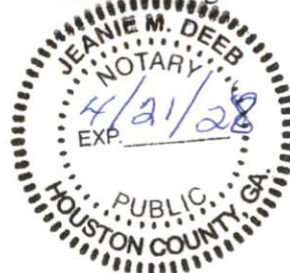
Sworn to and subscribed before me this

12th day of September, 2024.



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: Ashley Ray Gomez-Hernandez – Fingerprints Completed: 09.20.2024

Business Name: Bamba Mex Grill LLC

Business Address: 4524 Forsyth Rd Suite 308 Macon GA 31210

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		
Granted	 _____ Sheriff, Macon-Bibb County, Georgia	10/1/2024 _____ 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 10/9/24 (Date) ^{DS}
FH (Initials)

Comments

Reviewed by Legal. Recommend approval.

Initials

^{Initial}
SF Stephanie Freeman, Administrative Office Specialist

Added to the October 15, 2024 Pre-Commission Meeting



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	Wine Tasting	\$500
Sunday Sales	\$300	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 #: 992969027 State Tax ID #: 20298914845
 Business Name: SHRI RAM 3843 LLC Corporate and Trade Name: BP MART
 Local Business Address: 3843 BLOOMFIELD ROAD, MACON, GA 31206
(P.O. Box Not Allowed) City State Zip
 Mailing Address: 3843 BLOOMFIELD ROAD, MACON, GA 31206
Street Address (City State Zip)
 Local Business Phone #: 478-259-0459 Email Address: [REDACTED]
 Contact Person: PARTH PATEL Contact Phone #: [REDACTED]

AGENT

Agent's Name: AMRUTAL NARANDAS PATEL Agent's Title: OWNER
 Date of Birth: [REDACTED] Social Security Number: [REDACTED]
 Home Address: [REDACTED] City: [REDACTED] State: GA Zip: [REDACTED]
 Home Phone #: [REDACTED] Email: [REDACTED]
 Mailing Address: 3843 BLOOMFIELD RD 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>AMRUTAL NARANDAS PATEL</u>			
Home Address: <u>[REDACTED]</u>			
Sex	Race	Date of Birth	Social Security Number
<u>MALE</u>	<u>ASIAN/INDIAN</u>	<u>[REDACTED]</u>	<u>[REDACTED]</u>

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

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

A.N. Patel
Signature

07/03/2024
Date

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

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

Purpose Code used: (check one)

☐	Employment (E) – Provides <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: **SHRI RAM 3843 LLC**

Printed Name of Applicant: **AMRUTLAL PATEL**

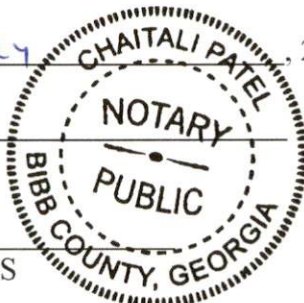
*Signature of Applicant: A.N. Patel

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 03 DAY OF July, 2027

Chaitali Patel
 NOTARY PUBLIC

04/12/27
 MY COMMISSION EXPIRES





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: 0024193173044SY

Class of
Admission (COA)
Code: IR5

Country of Birth: IND-INDIA

Date Admitted To: INDEFINITE

Agency Submitted Details

Full Name: patel amrutlal

Date of Birth: [REDACTED]

Alien Number: 054113596

Initiated On: 07/11/2024

Initiated By: DSIN0559

Point of Contact
Name: Deon Singleton

Point of Contact
Phone Number: (478) 310-3579

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](#)
- [V37.1 ICA](#)
- [V38 ICA - Draft](#)



MEASUREMENT FORM

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

APPLICANT: AMRUTLAL PATEL

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 3843 BLOOMFIELD RD.

BUSINESS NAME: SHRI RAM 3843 LLC DBA BP MART

To Be Completed by County Engineer

1. Nearest corner of the building housing the place of business to nearest corner of a school ground, school building, college campus, an alcoholic treatment center, a public library or branch thereof, or a Macon-Bibb County Housing Property measured and found to be more than 300 ft.
☒ X Comply ☐ Does not Comply

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

3. This grocery store is exempt from the restriction on sale of wine and malt beverages to go within 300 ft. of a college campus.
☐ Comply ☐ Complies , but does not comply with other restrictions
☒ X Not Applicable

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

Date: 6.3.2024

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

3843 Bloomfield Rd

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

OK
J. J. Anderson
6-3-24
DTB

SCHOOL GROUND property line W.T. Morgan
4890'

SCHOOL BUILDING W.T. Morgan
5050'

COLLEGE CAMPUS property line Central GA Tech College
1715'

ALCOHOLIC TREATMENT CENTER building
River Edge

PUBLIC LIBRARY or BRANCH building
Bloomfield-Gilced Re. Center
11,125'

MACON-BIBB COUNTY HOUSING AUTHORITY property Anthony Homes
5,050' 2250 Anthony Rd

CHURCH (building) Bloomfield Baptist
1900'

CHURCH GROUNDS Bloomfield Baptist
1650'

M-B COUNTY RECREATION CENTER property Frank Johnson Rec. Center
10,900'

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

Identified as Gas station



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
142294	555274	Print Legal Ad-IPL01744580 - IPL0174458		\$46.36	1	29 L

Attention: BLOOMFIELD BP
BLOOMFIELD BP SHRI RAM 3843 LLC
3843 BLOOMFIELD ROAD
MACON, GA 31206

QUIKSHOP@BELLSOUTH.NET

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 May 28, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as SHRI RAM 3843 LLC/BLOOMFIELD BP, 3843 BLOOMFIELD ROAD, 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 May 21, 2024. AMRUTLAL PATEL,
Applicant
IPL0174458
May 22, 29 2024

To Whom It May Concern:

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

2 insertion(s) published on:
05/22/24, 05/29/24

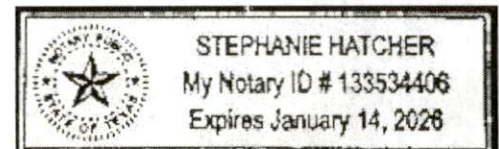
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Semons

Sworn to and subscribed before me this 29th day of May 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 Commission | MBPZ.ORG

ZONING COMPLIANCE

PERMIT NO: ZC-2024-1805	PERMIT TYPE: Permitted Use	DATE ISSUED: 07/10/2024
PARCEL NO: M084-0214	ZONING DISTRICT:	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Amrutlal Patel	
	Shri Ram 3843 LLC	
PROPOSED USE:	Change of ownership	
ADDRESS OF PROPOSED USE:	3843 BLOOMFIELD RD	
PROPERTY OWNER'S NAME:	3843 BLOOMFIELD RD LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application-- for a convenience store with fuel sales and alcohol packaged to go; No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Any proposed arcade or gaming machines shall occupy less than thirty (30) percent or more of the gross floor area as utilized by amusement machines or their patrons; should they occupy more than this, a conditional use for an amusement facility is required. Subject to the requirements of the Office of Building and Fire Safety, Business License Office, and all other applicable local, state, and federal regulations. Any permit or certificate of appropriateness necessary to allow construction or other work on land or a structure shall be displayed at the site of and during such construction or work. Where a use requires a business license, the zoning permit must be displayed on the premises together with the business license.

NOTE: THIS PERMIT IS NULL & VOID IF CONSTRUCTION OR USE HAS NOT BEGUN BY: 07/10/2025

APPROVED BY: *John Langstaff*

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.

3661 Eisenhower Parkway, Ste. MB104 Macon, Georgia 31206



GEORGIA
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	SHRI RAM 3843 LLC	Control Number:	24092864
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:	3843 BLOOMFIELD RD, MACON, GA, 31206, USA	Date of Formation / Registration Date:	5/7/2024
State of Formation:	Georgia	Last Annual Registration Year:	NONE

REGISTERED AGENT INFORMATION

Registered Agent Name: **AMRUTLAL PATEL**
Physical Address: **304 Riley Cir NW, Milledgeville, GA, 31061, USA**
County: **Baldwin**

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

Control Number : 24092864

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

SHRI RAM 3843 LLC

a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **05/07/2024** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **05/09/2024**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 5/7/2024 10:46:33 AM

BUSINESS INFORMATION

CONTROL NUMBER 24092864
BUSINESS NAME SHRI RAM 3843 LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 05/07/2024

PRINCIPAL OFFICE ADDRESS

ADDRESS 3843 BLOOMFIELD RD, MACON, GA, 31206, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
AMRUTLAL PATEL	304 Riley Cir NW, Milledgeville, GA, 31061, USA	Baldwin

ORGANIZER(S)

NAME	TITLE	ADDRESS
AMRUTLAL PATEL	ORGANIZER	304 RILEY CIR NW, MILLEDGEVILLE, GA, 31061, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE AMRUTLAL PATEL
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: BP MART Name of Corporation: SHRI RAM 3843 LLC

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

Individual:

Name and Title: AMRUTLAL PATEL (OWNER) Telephone Number: [REDACTED]

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

Residential Street Address: [REDACTED]

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

Mailing Address: [REDACTED]
(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: _____
 - ☒ 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: AMRUTLAL Last Name: PATEL
Home Address: [REDACTED] City: [REDACTED] State: GA Zip: [REDACTED]
Home Phone #: [REDACTED] Email: [REDACTED]
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: [REDACTED] City: [REDACTED] State: GA Zip: [REDACTED]

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.

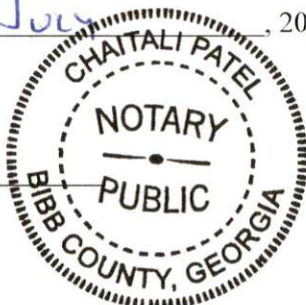
A.N. Patel
Applicant's Signature

07/03/2024
Date

I hereby certify that Amrutlal 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 03 day of July, 2024

[Signature]
Notary Public



04/12/2027
My Commission Expires



Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

AMRUTLAL PATEL

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2024-06-03

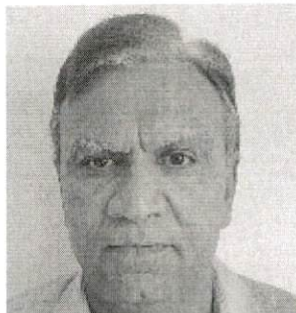
Serial No.

cert_6g8l75n6





Amrutlal Patel



AH001368

ALCOHOL HANDLER

EXP: 12/31/2024

COMMERCIAL REAL ESTATE LEASE CONTRACT

THIS AGREEMENT, made effective the 10th day of May, 2024, by and between 3843 Bloomfield Rd, LLC, a Georgia limited liability company with an address of 4977 Mt. Pleasant Church Road., Macon, GA 31216 ("Landlord") and Shri Ram 3843, LLC, a Georgia limited liability company with an address of 3843 Bloomfield Rd, Macon, GA 31206 ("Tenant").

WITNESS ETH:

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, property and improvements located comprising approximately 3800 sq ft and known as Suite A located at 3843 Bloomfield Rd, Macon, GA 31206 and more particularly shown on Exhibit A -(the "Premises").

2. Term of Lease. The Term of this Lease shall commence on the date a certificate of occupancy is granted to the Premises, which is projected to be on or around June 1, 2024 and, unless sooner terminated as hereinafter provided, shall expire on the 31st day of May, 2025. Tenant must give written notice of its election to renew, at least One Hundred Twenty (120) days prior to the end of the then term.

3. Rental. (a) Tenant agrees to pay Landlord, by payments at Landlord's address of 129 Golden Oak Dr., Macon, GA 31216 or at any other address as designated by Landlord, promptly on the first day of each month in advance, during the Term and the Renewal Term of this Lease, rent as follows:

Months 1-3	\$ 8,000.00 per month
Months 4-12	\$ 11,000.00 per month

An additional sum of ten percent (10%) of any rental payment made subsequent to the grace period after due date shall be paid by Tenant to Landlord. The first month's rent shall due and payable at the execution of this lease. Notwithstanding anything contained herein to the contrary, rent payments do not start until fifteen (15) days after the issuance of the certificate of occupancy

4. Utility Bills and Taxes. 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. Tenant shall bear and pay its proportionate amount of all ad valorem and other taxes levied against the Premises (which the parties agree to be 60%), and 100% of the personal property or the business operated by Tenant. If Tenant

fails to pay any of said utility bills, charges for garbage collection or other sanitary services, taxes, or other amounts due, Landlord may pay same and such payment may be added to the rent next due.

5. Use of Premises. The Premises shall be used for a convenience store and the retail sale of gasoline and other petroleum products. The Premises shall not be used by Tenant for any other purpose unless Landlord agrees in writing to such additional use. The 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. Landlord shall allow gaming machines for use on the Premises with the Tenant provided they are operated within the appropriate governing laws and Tenant assumes all of the liability associated with any gaming activity on the Premises and Tenant indemnifies Landlord against all claims resulting from any wrong doing related to the gaming machines which indemnity shall survive termination of this Lease.

6. Operation of the Premises. Tenant shall (1) keep the Premises, equipment and fixtures 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 6 a.m. — 9 p.m., seven days per week; and (7) comply with all requests necessary to keep the then existing brand (currently BP) at the location.

Tenant understands that Tenant is required to comply with certain appearance, cleanliness and customer service guidelines of the existing brand or any replacement brand of motor fuel. Tenant shall comply with these guidelines and to provide courteous service to motor fuel customers. Further Tenant agrees to take all action reasonably necessary to maintain the applicable petroleum brand at the location. In the event, Tenant fails to comply with its obligations under this paragraph, 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 to maintain said brand including those regarding cleanliness. In the event Landlord expends money or resources in this regard, Tenant shall pay to Landlord such money expended and/or the fair market value of the resources expended with the rent payment next due.

7. 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 upon the Premises shall be removed from the Premises.

8. Repairs and Maintenance. Landlord gives to Tenant control of Premises and shall be under no obligation to inspect said Premises. Tenant accepts the leased Premises and equipment in their present condition and as suited for the intended use by Tenant. Tenant shall, throughout

the Term of this Lease and all renewals thereof, at Tenant's expense, maintain in good order and repair the Premises and all equipment, and all other improvements, and fixtures located on the Premises. Tenant further agrees to care for the grounds around the building, including the mowing of grass, care of shrubs, general landscaping. Tenant agrees to return said Premises and the equipment to Landlord at the expiration or prior to termination of this Lease in as good condition and repair as when first received, natural wear and tear excepted. It is acknowledged that the intent of this paragraph is for the Landlord to have no duty to repair or maintain any portion of the Premises or the equipment.

9. 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. This indemnity shall survive termination of this Lease.

10. Destruction of or Damage to Premises. If Premises are partially destroyed by storm, fire, lightning, earthquake, at the election of Landlord either this Lease shall terminate, or Landlord shall restore the Premises to substantially the same condition as existed before damage as speedily as practicable and rental shall abate while the Premises are being restored.

11. Indemnification of Landlord Against Loss or Claim. Tenant shall protect, indemnify, defend, and save harmless Landlord from and against all claims, demands, liability, losses, or costs, whether from injury to persons or loss of life or damage to property occurring on or within the Premises and arising in any manner, directly or indirectly, out of the use and occupancy of the Premises by Tenant. Tenant shall, at 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 \$250,000.00 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. 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. This indemnity shall survive the termination of this Lease.

12. Insurance of the Premises. Tenant shall, at Tenant's sole cost and expense, keep Tenant's property, inventory and equipment insured. Additionally, Tenant must, at Tenant's cost reimburse Landlord for 60% of the fire and hazard insurance on the entire building and improvements located on the Premises which Landlord will endeavor to carry an amount of one hundred percent (100%) of the insurable value thereof. Tenant shall reimburse Landlord for its share of insurance within ten days of being invoiced by Landlord.

13. 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.

14. Condemnation. If the whole of the leased Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, shall be condemned by any legally constituted authority for any public use or purpose, then in either of said events, the Term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be computed and paid as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemner. It is further understood and agreed that Tenant waives any and all rights in any award made by any condemnation authority notwithstanding the termination of the Lease as herein provided.

15. Assignment and Subletting. Tenant may not assign and/or sublet this Lease without the prior written consent of Landlord.

16. Default. It is mutually agreed that in the event Tenant shall default in the payment of rent after given 5 days written notice to cure the default, including additional rent, herein reserved, 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 6 and not cleared the default after given twenty day written notice ; OR IF THE BUSINESS OPERATED UPON THE PROPERTY IS DEBRANDED FROM THE APPLICABLE PETROLEUM BRAND AS THE RESULT OF THE ACTS OR OMISSIONS OF TENANT; 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 the members of Tenant at commencement of leases changes by more than 25% 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 Supply Agreement for the Premises or causes through its acts of omissions an actual or threatened debranding of the Premises by the then current supplier or brand, 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 attorneys 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 his obligation to pay the full Rent due for the entire period of the then existing Term or Renewal Term.

17. 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.

18. 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. Tenant shall execute and deliver (subject to delays caused by Landlord's lender or other third parties), within ten (10) business days after receipt of written request by Landlord an subordination, non-disturbance and attornment agreement ("SNDA") with respect to any such deed to secure debt.

Tenant agrees, from time to time and within 10 business days after written request by Landlord, to deliver to Landlord's lender or prospective purchaser of the Premises, an estoppel certificate stating, to the best of the knowledge of Tenant's manager of the Premises, such factual matters pertaining to this Lease as may be reasonably requested by Landlord. Landlord and Tenant intend that any statement delivered pursuant to this section may be relied upon by any prospective purchaser or mortgagee of the Premises or of any interest therein.

19. No Estate in Land. This contract shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant's interest in the Premises is possessory only, and personal to Tenant, and is not subject to levy or sale, nor assignable by Tenant except by Landlord's consent.

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

21. Attorney's Fees and Homestead. If any rent owing under this Lease is collected by or through an attorney at law, Tenant agrees to pay reasonable attorney's fees. Tenant waives all homestead rights and exemptions which it may have under any law against any obligations owing under this Lease. Tenant hereby assigns to Landlord its homestead and exemption.

22. Security Deposit. Tenant shall deposit with Landlord one month's rent in the amount of \$10,000.00 at the commencement of this Lease. Upon the expiration of this Lease, at which time there was no default by the Tenant, Landlord shall return the Security Deposit to Tenant. If Tenant fails to timely pay the rental amount as it becomes due, Landlord shall apply the Security deposit towards the rental amount and Tenant must refresh the Security Deposit with

Landlord upon request.

23. Service of Notice. Tenant hereby appoints as his agent to receive service of all dispossessory or distraint proceedings and notices hereunder, and all notices required under this

Lease, the person in charge of the leased Premises at the time, or occupying said Premises. If no person is in charge of occupying said Premises, then such service or notice may be made by attaching the same on the main entrance to the Premises. A copy of all notices under this Lease shall also be sent to Tenant's last known address, if different from the Premises.

24. No Waiver of Rights. All rights, powers, and privileges conferred hereunder upon parties hereto shall be cumulative, including those rights given by law. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

25. 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.

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

27. 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 also include 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.

28. Additional Provisions

28.1. 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 gas station or convenience store 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.

28.2. 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.

28.3 Tenant agrees to be bound by the contract of fuel rights with Cary Oil Co., Inc. (attached as Exhibit "B"). Tenant shall abide by the terms of said agreement for the duration of its lease term. Landlord has the unilateral right to change brands and Tenant agrees to abide by the terms of any successor agreement.

29. Guaranty. The Lease will be separately guaranteed by Amrutlal Narandas Patel.

WITNESS OUR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

3843 Bloomfield Rd, LLC

SHRI RAM 3843, LLC

X 
Hiren Patel, Member

X 
Amrutlal Patel, Tenant

X 
Yatin Patel, Managing Member

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: A. N. Patel Date: 07/03/2024

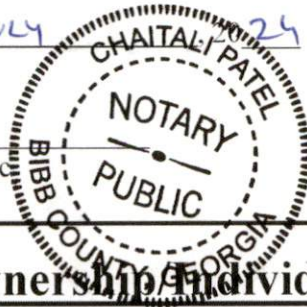
Business Name: **SHRI RAM 3843 LLC**

I hereby certify that Amavulac 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 03 day of July, 2024

[Signature]

Notary Public



04/12/27

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: A. N. Patel Date: 07/03/2024

(If different from Agent)

Title: **OWNER**

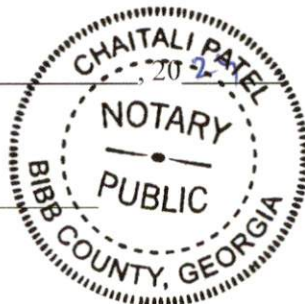
Business Name: **SHRI RAM 3843 LLC**

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

This 03 day of July, 2024

[Signature]

Notary Public



04/12/27

My Commission Expires

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Sheli Ram 3843 LLC DBA: BP Mart

Business Address: 3843 Bloomfield RD Macon, GA 31206

Instructions:

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

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

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

Definitions:

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

☒ Food Mart: a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of less than 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which regularly sells, at a minimum and among other products: at least five different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Food Mart may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

☒ Gas Station: a Vice Mart that is also licensed by the Georgia Safety Fire Commissioner for the storage and sale of liquefied petroleum gas and that actually regularly sells liquefied petroleum gas.

☒ Grocery Store: a retail store licensed by the Georgia Commissioner of Agriculture as a food sales establishment, which has a total retail floor space of at least 10,000 square feet, of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and which sells, at a minimum and among other products at least ten different types of fresh fruits or vegetables; fresh, raw beef, chicken, or pork; fresh chicken eggs; bread; and fresh cow's milk. A Grocery Store may or may not be licensed by the Georgia State Board of Pharmacy to operate a pharmacy.

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

P.A. Patten
Applicant/Agent Signature

05/31/2024
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: Shri Ram 3843 LLC

Business Address: 3843 Bloomfield RD, Macon, GA-31208

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.

CS Det. A. Marbury
Code Enforcement Department Designee

7-9-2024
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.

A. N. Pater
Applicant/Agent Signature

07/03/2024
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>.

A.N. Patel

Signature

Ameytal Patel

Print Name

07/03/2024

Date



Alcohol License Questionnaire

Name of Business: SHRI RAM 3843 LLC
 Owner's Name: AMRUTLAL PATEL
 Address: [REDACTED]

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

A.N. Patel
 Signature

Amrutlal Patel
 Print Name

07/03/2024
 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: Shri Ram 3843 LLC

Business Address: 3843 Bloomfield Rd. Macon, GA 31206

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

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

A.N. Patel

Applicant/Agent Signature

07/03/2024

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: AMRUTLAL PATEL (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.

SHR Ram 3843 LLC 100%

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

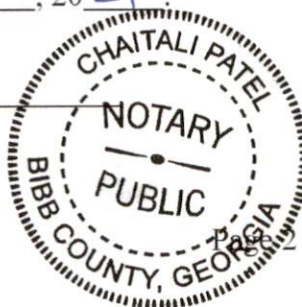
Amrutlal Patel A.N. Patel
Print and Sign Name

Sworn to and subscribed before me this

03 day of July, 2024.

[Signature]
Notary Public

My Commission Expires:



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Yatin Patel 3843 Bloomfield Rd LLC

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.

3843 Bloomfield Rd LLC 100%
Yatin Patel

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.

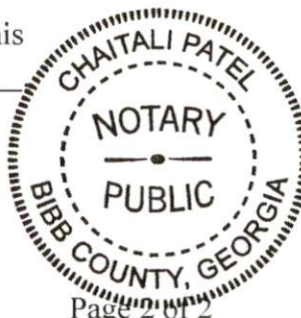
Yatin Patel
Print and Sign Name

Sworn to and subscribed before me this

03 day of July, 2024

[Signature]
Notary Public

My Commission Expires:



Added to the October 15, 2024 Pre-Commission Agenda



Georgia Department of Revenue

Department of Revenue Alcohol License Application

DOR Alcohol License Application

Business Information

Business Name: LUCKY FOOD MART 3309 LLC

Business Type: Subchapter S Corp.

Address Information

Location Address: 3390 JEFFERSONVILLE RD MACON GA 31217-5145

Alcohol License Information

License Type: Retail

Start Date: 07-26-2024

Beer: Yes

Wine: Yes

Liquor: No

Airline or Railway Carrier: No

Local Jurisdiction Type: City

Local Jurisdiction: MACON

Arrest History: No

Licensee Information

Licensee Type: Business

Licensee Name: KHAN, MUHAMMAD

Additional Information

Primary NAICS: 445120

Officers

KHAN, MUHAMMAD

Officer or Responsible Party

Both



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

License Fees are Prorated by Month that Completed Application is Submitted

LICENSE FEES (Check All That Apply)

☐	*Distilled Spirits Packaged to Go	\$2,900	☒	*Malt Packaged to Go	\$800	☒	Wine Packaged to Go	\$700
☐	*Distilled Spirits C.O.P.	\$2,900	☐	*Malt C.O.P	\$800	☐	Wine *C.O.P.	\$700
☐	*Distilled Spirits Wholesaler	\$3,600	☐	*Malt Wholesaler	\$1,000	☐	Wine Wholesaler	\$800
☐	*Distilled Spirits Manufacturers	\$4,300	☐	*Malt Manufacturer	\$2,500	☐	Wine Manufacturer	\$1,700
☐	Brewpub	\$2,500	☐	Out-of-Town Wholesaler	\$100	☐	Brown Bag	\$0
☐	Alcohol Beverage Caterer	\$600	☒	Temporary Alcohol License	\$100			
☐ Please check here if you are applying for a Business Continuation License. Business Continuation License is 25% of applicable fees								
*Distilled Spirits (Liquor)			*Malt (Beer)			*C.O.P. (Consumed on Premise)		

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

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

Agent Information

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

Location/Business Information

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

Business Continuation

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

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

BUSINESS

Federal Tax ID #: _____ State Tax ID#: _____
 Business Name: Lucky Food Mart 3309 LLC Corporate and Trade Name: Lucky Food
 Local Business Address: 3390 Jeffersonville Rd Macon GA 31217
 (P.O. Box Not Allowed) City State Zip
 Mailing Address: 3390 Jeffersonville Rd Macon GA 31217
 (City State Zip)
 Local Business Phone #: 770-558-5041 Email Address: _____
 Contact Person: Muhammad Khan Contact Phone #: _____

AGENT

Agent's Name: Muhammad Khan Agent's Title: owner
 Date of Birth: _____ Social Security Number: _____
 Home Address: _____ City: _____ State: GA Zip: _____
 Home Phone #: _____ Email: _____
 Mailing Address: _____ City: _____ State: GA Zip: _____

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: Muhammad Khan Title: owner
 Home Address: _____ City: _____ State: GA Zip: _____
 Home Phone #: _____ Email: _____
 Mailing Address: _____ City: _____ State: GA 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):	Muhammad K Khan		
Home Address:	[REDACTED]		
Sex	Race	Date of Birth	Social Security Number
M	Asian	[REDACTED]	[REDACTED]



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



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

M. Khalil
Signature

7.26.24
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

Rev. 9/2020

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

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

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

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

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

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

Business Name: Lucky Food Mart 3309 LLC

Printed Name of Applicant: Muhammad Khan

*Signature of Applicant: M. Khalil Khan

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 26 DAY OF July, 2024

Megan Foskey
 NOTARY PUBLIC

March 24, 2027
 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: MUHAMMAD KHAN

PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO

BUSINESS LOCATION: 3390 JEFFERSONVILLE RD.

BUSINESS NAME: LUCKY FOOD MART 3309 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: 4-10-2024

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

RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises.

OR

Package Sale to Go (Convenience Store)

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

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

(Revised 8-23-2023) PJH

Lucky Food Mart 3390 LLC
 #3390 Jeffersonville Road (# on building)
 (Q-Public parcel address = #3328)
 9,900' — SCHOOL GROUND property line

Beard Elementary * J.C.B.
 10,200' — SCHOOL BUILDING Refer to

Beard Elementary
 19,600' — COLLEGE CAMPUS property line Attorneys Office

#433 Cherry Street Paul J. Hornowski
 18,800' — ALCOHOLIC TREATMENT CENTER building March 9, 2024

River Edge - Emory Highway
 11,250' — PUBLIC LIBRARY or BRANCH building

Shurling Branch
 13,250' — MACON-BIBB COUNTY HOUSING AUTHORITY property

Davis Homes
 * 65' — CHURCH (building)

East Macon Church of Christ
 * 50' — CHURCH GROUNDS

East Macon Church of Christ
 3,700' — M-B COUNTY RECREATION CENTER property

Delores A. Brooks Recreation Center
 N/A — Vice Mart - Small Box Retail Store - Small Box Discount store (2500')

Applicant self-identifies as a:
 "Gas Station"

APPLICATION FOR AFFIDAVIT

DATE: 3.26.2024

MACON-BIBB COUNTY ENGINEERING
780 THIRD STREET
MACON, GEORGIA 31201-3282

Dear Sir:

I would like to obtain an affidavit for the following:

CONSUMED ON PREMISES: _____

PACKAGE SALE TO GO: ☒

BEER _____

BEER ☒

WINE _____

WINE ☒

MIXED DRINKS (Liquor) _____

ALCOHOLIC BEVERAGES (Liquor) _____

NAME OF BUSINESS: Lucky Food Mart 3309 LLC

LOCATION OF BUSINESS: 3390 Jeffersonville Rd Macon GA 31217

PERSON APPLYING FOR AFFIDAVIT: Muhammad Khan

TELEPHONE: [REDACTED]

NOTE: A \$150.00 FEE IS REQUIRED ON ALL APPLICATIONS BEFORE WE WILL GO OUT AND MEASURE SAME. THIS MUST BE IN THE FORM OF: CERTIFIED CHECK, CASHIER'S CHECK OR MONEY ORDER ONLY! NO PERSONAL CHECKS OR COMPANY CHECKS WILL BE ACCEPTED!



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
114136	535147	Print Legal Ad-IPL01658850 - IPL0165885		\$46.36	1	28 L

Attention: Muhammad Balal

Lucky food mart 3390 llc
3390 Jeffersonville rd
Macon, GA 31217

luckyfood3390@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 1, 2022, as now or hereafter amended, notice is hereby given that on or after the April 2, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Lucky food mart 3309 LLC, 3390 Jeffersonville rd Macon GA 31217. 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 26, 2024. Muhammad Khan, Applicant
IPL0165885
Mar 26, Apr 2 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:

03/26/24, 04/02/24

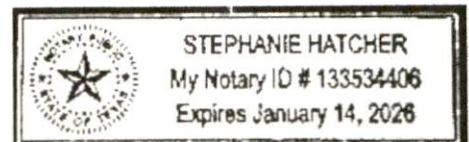
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Serrano

Sworn to and subscribed before me this 5th 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-2023-2914	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 12/18/2023
ISSUED TO NAME:	Lucky Food Mart 3309 LLC	
	Lucky Food Mart 3309 LLC	
PROPERTY OWNER'S NAME:	KIM SOON JUNG	
PROPOSED USE:	Existing: Commercial, Industrial, or Institutional C/o C-store with fuel sales and alcohol ptg	
ADDRESS OF PROPOSED USE:	3328 JEFFERSONVILLE RD AKA 3390 Jeffersonville Rd	
NEW CONSTRUCTION:	No	
MAP/PARCEL:	V073-0151	ZONING DISTRICT: C-2

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application-- for a change of ownership of a convenience store with fuel sales and alcohol sold 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 12/18/2024

APPROVED BY: Thomas Neaves

NOTICE

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



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	LUCKY FOOD MART 3309 LLC	Control Number:	23205317
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Retail Trade	NAICS Sub Code:	Convenience Stores
Principal Office Address:	3390 JEFFERSONVILLE RD, MACON, GA, 31217, USA	Date of Formation / Registration Date:	9/28/2023
State of Formation:	Georgia	Last Annual Registration Year:	2024

REGISTERED AGENT INFORMATION

Registered Agent Name: **MUHAMMAD KHAN**
Physical Address: **312 EMILY MAYGAN DR, Warner Robins, GA, 31088, USA**
County: **Houston**

[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: Lucky Food Name of Corporation: Lucky Food

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

Individual:

Name and Title: Muhammad Khan / owner Telephone Number: [REDACTED]

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

Residential Street Address: [REDACTED]

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

Mailing Address: [REDACTED]
(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: Muhammad Khan Last Name: Khan
Home Address: [REDACTED] City: [REDACTED] State: GA Zip: [REDACTED]
Home Phone #: [REDACTED] Email: [REDACTED]
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Mailing Address: [REDACTED] City: [REDACTED] State: GA Zip: [REDACTED]

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.

M-Khanil
Applicant's Signature

07.26.24
Date

I hereby certify that Muhammad Khan 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 July, 2024

Megan Foskey
Notary Public



March 21, 2027
My Commission Expires

Rev. 7/2021

artraining.teachable.com

the link in the email confirmation we sent [email](#)
you.

Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

MUHAMMAD KHAN

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2022-12-28

erial No.

ert_yr421f4p



iload





Muhammad Khan



AH001371

ALCOHOL HANDLER

EXP: 12/31/2024

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (the "Assignment") is made and entered into as of this ____ day of April, 2022 by and among **PSSM PROPERTIES LLC**, a Georgia limited liability company ("Assignor"), **MUHAMMAD KHALIL KHAN**, a Georgia resident ("Assignee") and **SOON JUNG KIM**, a Georgia resident ("Landlord"). (Assignor, Assignee and Landlord may be collectively hereinafter referred to as the "Parties" and singularly, the "Party")

WITNESSETH:

WHEREAS, Assignor and Landlord are the parties to that certain Lease Agreement (the "Original Lease") dated February 4, 2021 by and under which Assignor leased from Landlord that certain premise consisting of approximately 2,420 square feet (the "Premises"), located at **3390 Jefferson Road, Macon, GA 31217** (a true and complete copy of the Original attached hereto and incorporated herein as Exhibit "A" and hereinafter referred to as the "Lease"); and

WHEREAS, Assignor desires to assign the Lease to Assignee and Assignee agrees to assume the obligations and duties of Assignor as tenant set forth in the Lease; and

WHEREAS, Article 18 of the Lease provides that Assignor shall not assign the Lease without Landlord's prior written consent; and

WHEREAS, Assignor and Assignee have requested Landlord to consent and Landlord is willing to grant its consent to such assignment, subject to the terms and conditions set forth herein; and

WHEREAS, the parties hereto desire to amend the Lease in the manner hereinafter set forth, on and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Lease, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, Assignee and Landlord hereby agree as follows:

1. Effective Date. This Assignment shall be effective as of May 1, 2022.

2. Recitals; Definitions. The recitals to this Assignment set forth above are true and correct and are incorporated herein by this reference as if fully set forth herein. Capitalized terms used but not defined herein shall have the respective meanings ascribed to them by the Lease. References herein to "Tenant" shall be deemed to refer to Assignor, with respect to matters occurring prior to the Effective Date, and to Assignee with respect to matters occurring on or after the Effective Date.

3. Status of Lease. Assignor and Assignee each hereby acknowledges, agrees and confirms that: (i) Landlord has complied with all of the terms and conditions of the Lease; (ii) Tenant has no right to any credit, claim, cause of action, offset or similar charge against Landlord or against the annual base rent or any other charges due to Landlord under the Lease; (iii) Tenant is not entitled to any future rental abatement, concession, credit, reduction or allowance whatsoever, except as set forth herein or as provided under the Lease; and (iv) the Lease has not been modified except as expressly set forth in this Assignment.

4. Assignment and Assumption of Lease.

a. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee all of Assignor's rights, title and interest in and to the Lease, together with the rights to any the security deposit of \$3,300 made by Assignor and held by Landlord.

b. Assumption. Assignee hereby accepts the assignment made herein and agrees to perform all of the terms and conditions of Tenant under the Lease. Assignee shall be liable for the observance and performance of each and every one of the terms, covenants and conditions of Tenant under the Lease, including, without limitation, the payment of rent and all other charges under the Lease, arising on or after the Effective Date.

5. Landlord's Consent: Conditions to Consent. Landlord hereby consents to Assignor's assignment of the Lease to Assignee pursuant to this Assignment, effective as of the Effective Date; provided, however, that the foregoing consent of Landlord is hereby conditioned upon, and shall be of no force or effect until, the satisfaction of each of the following conditions:

a. Landlord has received that certain Guaranty of Lease, substantially in the form as attached as Exhibit B hereto, as executed by Malik Dhanani ("Guarantor") in favor of Landlord and dated effective on or about the effective date hereof (the "Guaranty").

b. The foregoing consent of Landlord applies to the specific assignment described in this Assignment and shall not be deemed a consent, permission or approval for any other or further assignments or sublease of or with respect to the Lease.

c. Assignor's obligations and liabilities under the Lease will not be released, limited or otherwise affected by (a) any amendment to the Lease by Landlord and Assignee; (b) any subsequent assignment of the Lease by Assignee or consent to such assignment by Landlord; (c) any extension or renewal of the Lease; or (d) the termination, rejection or modification of the Lease in any receivership, bankruptcy, insolvency or other creditor proceedings.

d. Assignee shall deposit an additional Security Deposit of \$3,300 with Landlord in addition to the Security Deposit held by Landlord.

e. Landlord shall receive the assignment fee of \$1,000 and the landlord's attorney's fees of \$800.

6. Acknowledgement. Landlord acknowledges and confirms as follows:

a. The lease term expires on January 31, 2026 and Tenant has one option to renew the Lease Term for additional five (5) years.

b. The Security Deposit of \$3,300 held by Landlord shall be assigned and transferred to Assignee.

7. Amendments to Lease. The Lease is hereby amended as follows:

a. Security Deposit. The Security Deposit provided in Article 4 (d) shall be amended to Six Thousand Six Hundred and 00/100 Dollars (\$6,600.00) upon the Landlord's receipt of the additional security deposit as provided in this Assignment.

b. Tenant's Notice Address. The notice address for Tenant shall be amended as follows:

MUHAMMAD KHALIL KHAN
[REDACTED]

8. Acceptance of Premises. Assignee acknowledges that it has fully examined the Premises, is satisfied with the physical condition thereof, and accepts the Premises in "AS IS" condition.

9. No Brokers. No party to this Assignment has had any dealings with any broker with respect to the subject matter of this Assignment. Assignor and Assignee shall indemnify, defend and hold Landlord harmless against any losses incurred by Landlord, or claims made against Landlord, to the extent arising from any broker claiming by, through or under Assignor or Assignee.

10. Miscellaneous. Except as expressly amended by this Assignment, the Lease remains in full force and effect, and Tenant hereby ratifies and reaffirms the Lease, as amended hereby. The Lease, as modified by this Assignment, constitutes the entire agreement between Landlord and Tenant with respect to Tenant's occupancy of the Premises. In the event of a conflict between the Lease and this Assignment, this Assignment shall be controlling. This Assignment may be executed in one or more counterparts, each of which when taken together shall constitute one and the same Agreement. This Assignment may be executed by facsimile or electronic signature, which shall be binding upon and enforceable against the party signing by facsimile or electronic signature to the same extent as if such party signed using an original signature. The parties represent and warrant that this Assignment has been duly and validly authorized, executed and delivered by such party, and is a valid and binding agreement enforceable against such party in accordance with its terms. This Assignment shall be binding upon all of the parties hereto and their respective successors, heirs and assigns. If any provision of this Assignment, shall be held by a court of competent jurisdiction to be invalid, void, unenforceable or inapplicable to any extent, this Assignment, to the extent unaffected thereby and except as may be necessary to make the remaining provisions of this Assignment consistent with each other, shall remain valid and in force to the fullest extent permitted by law. This Assignment shall be construed and enforced in accordance with the laws of the state in which the Premises are located.

[Remainder of page intentionally left blank, Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be made as of the date set forth below.

ASSIGNOR:
PSSM PROPERTIES LLC
a Georgia limited liability company

Muhammad Balal

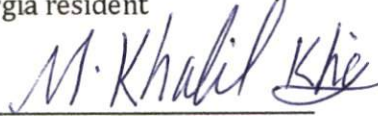


Witness or Notary Public

ASSIGNEE:

MUHAMMAD KHALIL KHAN

a Georgia resident

By: 

Name: Muhammad Khalil Khan

LANDLORD:

SOON JUNG KIM

a Georgia resident

By: _____

Name: Soon Jung Kim

Witness or Notary Public

EXHIBIT A

Lease Agreement

[Attached hereto]

EXHIBIT B

UNCONDITIONAL AND CONTINUING GUARANTY

This Unconditional and Continuing Guaranty (this "Guaranty") is made effective as of the ___ day of April, 2022 by the undersigned, **Malik Dhanani**, a Georgia resident ("Guarantor") in favor of **SOON JUNG KIM** ("Landlord").

NOW, THEREFORE, in consideration for; and as an inducement to SOON JUNG KIM, as landlord, to provide Landlord's consent to the Assignment and Assumption of Lease Agreement (the "Assignment"), of even date herewith, by and between PSSM PROPERTIES LLC, as assignor, and MUHAMMAD KHALIL KHAN, as assignee ("Tenant"), with respect to the certain Lease Agreement dated February 4, 2021, regarding the certain premises located at 3390 Jefferson Road, Macon, GA 31217 as assigned by that certain Assignment and Assumption of Lease and First Amendment to Lease Agreement of even date (collectively, the "Lease"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Guarantor agrees as follows:

1. This Guaranty shall be effective as of the Effective Date provided in the Assignment (the "Effective Date").
2. Guarantor absolutely, unconditionally and irrevocably guarantees to Landlord the full and prompt payment when due of all rent and all other charges to be paid by Tenant under the Lease and the full and timely performance and observance of all covenants, conditions, and agreements therein provided to be performed and observed by Tenant.
3. The validity of this Guaranty and the obligations of the Guarantor shall not be terminated, affected, or impaired by reason of (i) any forbearance, releases, settlements or compromises between Landlord and Tenant or any other guarantor, or any waiver of or failure to enforce any of the rights and remedies reserved to Landlord in the Lease or otherwise; (ii) the relief or release of Tenant or any other guarantor from any of their obligations under the Lease by operation of law or otherwise, including, without limitation, the insolvency, bankruptcy, liquidation or dissolution of Tenant or any other guarantor or the rejection of or assignment of the Lease in connection with proceedings under the bankruptcy laws now in effect or hereafter enacted; or (iii) the release, surrender, exchange, subordination, deterioration, waste, loss or impairment (including, without limitation, negligent, willful, unreasonable or unjustifiable impairment) of any collateral securing the Lease.
4. Guarantor represents and warrants that it has a material economic interest in Tenant and that Landlord's consent to the Assignment is of direct benefit to Guarantor; whether or not it shall ever occupy any portion of the Premises (as defined in the Lease). This Guaranty will remain in full force and effect as to any renewal, modification, amendment, or extension of the Lease, any assignment or transfer by Landlord, any assignment, transfer or subletting by Tenant, any change in the status, composition, structure or name of Tenant or Guarantor; or any holdover by Tenant under the Lease, and as to any assignee of Tenant's interest under the Lease.
5. Payment by Guarantor of any amount pursuant to this Guaranty shall not in any way entitle Guarantor to any right, title or interest (whether by way of subrogation or otherwise) in and to any of the rights or remedies Landlord may have against Tenant, unless and until all of the obligations then payable or performable by Tenant under the Lease accruing on or after the Effective Date have been performed, including particularly, but without limitation, payment of the full amount then due and owing to Landlord under the Lease accruing on or after the Effective Date and this Guaranty.

6. Wherever reference is made to the obligations or liability of Tenant in the Lease, such reference is deemed likewise to refer to Guarantor, jointly and severally, with Tenant. The liability of Guarantor for the obligations of the Lease shall be primary; in any rights of action which accrues to Landlord under the Lease, Landlord may proceed against Guarantor and/or Tenant, jointly or severally, and may proceed against Guarantor without having demanded performance of, commenced any action against, exhausted any remedy against, or obtained any judgment against Tenant. This Guaranty is irrevocable and continuing in nature and relates to any of the obligations arising under the Lease on or after the Effective Date. This Guaranty is a guaranty of prompt and punctual payment and performance and is not merely a guaranty of collection. Guarantor waives any obligation on the part of Landlord to enforce the terms of the Lease against Tenant as a condition to Landlord's right to proceed against Guarantor.
7. Guarantor expressly waives: (i) notice of acceptance of this Guaranty and of presentment, demand and protest; (ii) notice of any default hereunder or under the Lease; (iii) demand for observance, performances, or enforcement of any terms for provisions of this Guaranty or the Lease; and (iv) all other notices and demands required by law which Guarantor may lawfully waive. Guarantor agrees that if this Guaranty is enforced by suit or otherwise, Guarantor shall reimburse Landlord, upon demand, for all reasonable expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees.
8. Guarantor agrees that in the event that Tenant shall become insolvent or shall be adjudicated a bankrupt, or shall file a petition for reorganization, arrangement or other relief under any present or further provision of the United State Bankruptcy Code, Bankruptcy Reform Act of 1978, as amended or modified, or in connection with any other State or Federal solvency proceeding, or if such a petition be filed by creditors of said Tenant, or if Tenant shall seek any judicial readjustment of the rights of its creditors under any present or future Federal or State law or if a receiver of all or part of the Tenant's property and assets is appointed by any State or Federal court, no such proceeding or action taken therein shall modify, diminish or in any way affect the liability of Guarantor under this Guaranty and the liability of Guarantor with respect to the Lease shall be of the same scope as if Guarantor itself executed the Lease as the named tenant thereunder as of the Effective Date and no "rejection" and/or "termination" of the Lease in any of the proceedings referred to in this paragraph shall be effective to release and/or terminate the continuing liability of Guarantor to Landlord under this Guaranty with respect to the Lease (to the extent accruing on or after the Effective Date) for the remainder of the Lease term stated therein unaffected by any such "rejection" and/or "termination" in said proceedings; and further, if in connection with any of the solvency or insolvency proceedings referred to in this paragraph, should Tenant seek and obtain approval to assume or otherwise reaffirm the Lease and the obligations thereunder or to assume the Lease and assign the Lease to a third party, and even in the event Landlord consents to any such assumption or assumption and assignment, Guarantor acknowledges and agrees that this Guaranty will remain in effect and Guarantor will continue to be liable under the Lease as assumed or as assumed and assigned to the extent accruing on or after the Effective Date.
9. Guarantor further agrees that, to the extent Tenant or Guarantor makes a payment or payments to Landlord under the Lease or this Guaranty with respect to obligations accruing on or after the Effective Date, which payment or payments or any part thereof are substantially invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to Tenant or 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.

10. Guarantor hereby waives, to the maximum extent permitted by law, all defenses available to a surety, whether or not the waiver is specifically enumerated in this Guaranty.
11. Nothing herein shall in any way modify or limit the effect of terms or conditions set forth in any other document, instrument or agreement executed by Guarantor or Tenant in connection with the obligations under the Lease, but each and every term and condition hereof shall be in addition thereto.
12. No modification or amendment of this Guaranty will be effective unless executed by Guarantor and consented to by Landlord in writing, and no cancellation of this Guaranty will be valid unless executed by Landlord in writing.
13. If Tenant's obligations are void or voidable due to illegal or unauthorized acts by Tenant in the execution of the Lease, Guarantor shall nevertheless be liable hereunder to the same extent as it would have been if the obligations of Tenant had been enforceable against Tenant.
14. TO THE MAXIMUM EXTENT PERMITTED BY LAW, GUARANTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY GUARANTOR OR LANDLORD AGAINST THE OTHER PARTY OR THEIR RESPECTIVE SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS GUARANTY OR ANY DOCUMENT CONTEMPLATED HEREIN OR RELATED HERETO. THIS WAIVER BY GUARANTOR OF ANY RIGHT TO A TRIAL BY JURY HAS BEEN NEGOTIATED AND IS AN ESSENTIAL ASPECT OF THE BARGAIN BETWEEN GUARANTOR AND LANDLORD.

15. Miscellaneous.

- (a) Governing Law. This Guaranty and the rights and obligations of the parties hereunder shall be governed and construed in accordance with the laws of the State in which the Premises are located.
- (b) Remedies Cumulative; No Waiver. Guarantor hereby agrees that the enumeration of Landlord's rights and remedies set forth in this Guaranty is not intended to be exhaustive and the exercise by Landlord of any right or remedy shall not preclude the exercise of any other rights or remedies, all of which shall be cumulative and shall be in addition to any other right or remedy given hereunder or under any other agreement between the parties, or which may now or hereafter exist at law or in equity or by suit or otherwise. No delay on the part of Landlord in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude other or further exercise thereof or the exercise of any other right, power or privilege shall be construed to be a waiver of any default. No course of dealing between Guarantor and Landlord, or any of Landlord's agents or employees shall be effective to change, modify or discharge any provision of this Guaranty or to constitute a waiver of any default.
- (c) Time is of the Essence. For all payments made and obligations to be performed under this Guaranty, time is of the essence.
- (d) Agreement. Binding Effect. Benefit of Agreement. This Guaranty (1) shall be fully assignable, in whole or in part, and transferable by Landlord in connection with Landlord's transfer of Landlord's interest in the Lease or the property of which the Premises under the Lease are a part; (2) may not be delegated or transferred by Guarantor without the prior written consent of Landlord, which consent may be withheld or

conditioned by Landlord in its sole discretion; and (3) shall inure to the benefit of, and be enforceable by, Landlord and its successors and/or assigns and the duties and obligations of Guarantor shall bind Guarantor and Guarantor's successors and/or permitted assigns.

- (e) Severability. Any provisions of this Guaranty which are prohibited or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
- (f) Further Assurances. Guarantor agrees that it will, at any time and from time to time, within ten (10) business days following written request by Landlord, execute, acknowledge and deliver to Landlord a statement certifying that this Guaranty is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating such modification). Guarantor agrees that such certificate may be relied on by anyone holding or proposing to acquire any interest in the Shopping Center (as defined in the Lease) from or through Landlord or by any mortgagee (as defined in the Lease) or prospective mortgagee or lessor of the Shopping Center or of any interest therein.

16. ACKNOWLEDGMENT. GUARANTOR HEREBY ACKNOWLEDGES AND AGREES THAT IT MAKES ALL OF THE WAIVERS, AGREEMENTS AND CONSENTS ("WAIVERS") SET FORTH IN THIS GUARANTY KNOWINGLY, INTENTIONALLY, VOLUNTARILY, WITHOUT DURESS, AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF SUCH WAIVERS WITH ITS COUNSEL. GUARANTOR FURTHER ACKNOWLEDGES THAT SUCH WAIVERS ARE A MATERIAL INDUCEMENT TO LANDLORD TO CONSENT TO THE ASSIGNMENT AND THAT LANDLORD WOULD NOT HAVE CONSENTED TO THE ASSIGNMENT WITHOUT SUCH WAIVERS. GUARANTOR ACKNOWLEDGES THAT IT HAS SUFFICIENT KNOWLEDGE AND EXPERIENCE TO BE CAPABLE OF EVALUATING THE RISKS OF ITS GUARANTY. IF ANY OF THE WAIVERS HEREIN ARE DETERMINED TO BE UNENFORCEABLE UNDER APPLICABLE LAW, SUCH WAIVERS SHALL BE EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED BY SUCH LAW.

[Remainder of page intentionally left blank, Signatures on the following page]

IN WITNESS WHEREOF, Guarantor has hereunto set its hand and sealed on this ___ day of April, 2022.

GUARANTOR:

Notary Public

Malik Dhanani

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (the "Assignment") is made and entered into as of this ____ day of April, 2022 by and among **PSSM PROPERTIES LLC**, a Georgia limited liability company ("Assignor"), **MUHAMMAD KHALIL KHAN**, a Georgia resident ("Assignee") and **SOON JUNG KIM**, a Georgia resident ("Landlord"). (Assignor, Assignee and Landlord may be collectively hereinafter referred to as the "Parties" and singularly, the "Party")

WITNESSETH:

WHEREAS, Assignor and Landlord are the parties to that certain Lease Agreement (the "Original Lease") dated February 4, 2021 by and under which Assignor leased from Landlord that certain premise consisting of approximately 2,420 square feet (the "Premises"), located at 3390 Jefferson Road, Macon, GA 31217 (a true and complete copy of the Original attached hereto and incorporated herein as Exhibit "A" and hereinafter referred to as the "Lease"); and

WHEREAS, Assignor desires to assign the Lease to Assignee and Assignee agrees to assume the obligations and duties of Assignor as tenant set forth in the Lease; and

WHEREAS, Article 18 of the Lease provides that Assignor shall not assign the Lease without Landlord's prior written consent; and

WHEREAS, Assignor and Assignee have requested Landlord to consent and Landlord is willing to grant its consent to such assignment, subject to the terms and conditions set forth herein; and

WHEREAS, the parties hereto desire to amend the Lease in the manner hereinafter set forth, on and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Lease, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, Assignee and Landlord hereby agree as follows:

1. Effective Date. This Assignment shall be effective as of May 1, 2022.
2. Recitals; Definitions. The recitals to this Assignment set forth above are true and correct and are incorporated herein by this reference as if fully set forth herein. Capitalized terms used but not defined herein shall have the respective meanings ascribed to them by the Lease. References herein to "Tenant" shall be deemed to refer to Assignor, with respect to matters occurring prior to the Effective Date, and to Assignee with respect to matters occurring on or after the Effective Date.
3. Status of Lease. Assignor and Assignee each hereby acknowledges, agrees and confirms that: (i) Landlord has complied with all of the terms and conditions of the Lease; (ii) Tenant has no right to any credit, claim, cause of action, offset or similar charge against Landlord or against the annual base rent or any other charges due to Landlord under the Lease; (iii) Tenant is not entitled to any future rental abatement, concession, credit, reduction or allowance whatsoever, except as set forth herein or as provided under the Lease; and (iv) the Lease has not been modified except as expressly set forth in this Assignment.

4. Assignment and Assumption of Lease.

a. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee all of Assignor's rights, title and interest in and to the Lease, together with the rights to any the security deposit of \$3,300 made by Assignor and held by Landlord.

b. Assumption. Assignee hereby accepts the assignment made herein and agrees to perform all of the terms and conditions of Tenant under the Lease. Assignee shall be liable for the observance and performance of each and every one of the terms, covenants and conditions of Tenant under the Lease, including, without limitation, the payment of rent and all other charges under the Lease, arising on or after the Effective Date.

5. Landlord's Consent; Conditions to Consent. Landlord hereby consents to Assignor's assignment of the Lease to Assignee pursuant to this Assignment, effective as of the Effective Date; provided, however, that the foregoing consent of Landlord is hereby conditioned upon, and shall be of no force or effect until, the satisfaction of each of the following conditions:

a. Landlord has received that certain Guaranty of Lease, substantially in the form as attached as Exhibit B hereto, as executed by Malik Dhanani ("Guarantor") in favor of Landlord and dated effective on or about the effective date hereof (the "Guaranty").

b. The foregoing consent of Landlord applies to the specific assignment described in this Assignment and shall not be deemed a consent, permission or approval for any other or further assignments or sublease of or with respect to the Lease.

c. Assignor's obligations and liabilities under the Lease will not be released, limited or otherwise affected by (a) any amendment to the Lease by Landlord and Assignee; (b) any subsequent assignment of the Lease by Assignee or consent to such assignment by Landlord; (c) any extension or renewal of the Lease; or (d) the termination, rejection or modification of the Lease in any receivership, bankruptcy, insolvency or other creditor proceedings.

d. Assignee shall deposit an additional Security Deposit of \$3,300 with Landlord in addition to the Security Deposit held by Landlord.

e. Landlord shall receive the assignment fee of \$1,000 and the landlord's attorney's fees of \$800.

6. Acknowledgement. Landlord acknowledges and confirms as follows:

a. The lease term expires on January 31, 2026 and Tenant has one option to renew the Lease Term for additional five (5) years.

b. The Security Deposit of \$3,300 held by Landlord shall be assigned and transferred to Assignee.

7. Amendments to Lease. The Lease is hereby amended as follows:

a. Security Deposit. The Security Deposit provided in Article 4 (d) shall be amended to Six Thousand Six Hundred and 00/100 Dollars (\$6,600.00) upon the Landlord's receipt of the additional security deposit as provided in this Assignment.

b. Tenant's Notice Address. The notice address for Tenant shall be amended as follows:

MUHAMMAD KHALIL KHAN

[REDACTED]

8. Acceptance of Premises. Assignee acknowledges that it has fully examined the Premises, is satisfied with the physical condition thereof, and accepts the Premises in "AS IS" condition.

9. No Brokers. No party to this Assignment has had any dealings with any broker with respect to the subject matter of this Assignment. Assignor and Assignee shall indemnify, defend and hold Landlord harmless against any losses incurred by Landlord, or claims made against Landlord, to the extent arising from any broker claiming by, through or under Assignor or Assignee.

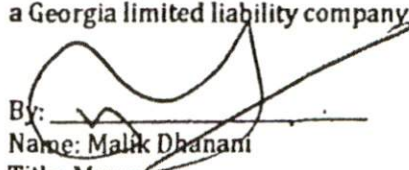
10. Miscellaneous. Except as expressly amended by this Assignment, the Lease remains in full force and effect, and Tenant hereby ratifies and reaffirms the Lease, as amended hereby. The Lease, as modified by this Assignment, constitutes the entire agreement between Landlord and Tenant with respect to Tenant's occupancy of the Premises. In the event of a conflict between the Lease and this Assignment, this Assignment shall be controlling. This Assignment may be executed in one or more counterparts, each of which when taken together shall constitute one and the same Agreement. This Assignment may be executed by facsimile or electronic signature, which shall be binding upon and enforceable against the party signing by facsimile or electronic signature to the same extent as if such party signed using an original signature. The parties represent and warrant that this Assignment has been duly and validly authorized, executed and delivered by such party, and is a valid and binding agreement enforceable against such party in accordance with its terms. This Assignment shall be binding upon all of the parties hereto and their respective successors, heirs and assigns. If any provision of this Assignment, shall be held by a court of competent jurisdiction to be invalid, void, unenforceable or inapplicable to any extent, this Assignment, to the extent unaffected thereby and except as may be necessary to make the remaining provisions of this Assignment consistent with each other, shall remain valid and in force to the fullest extent permitted by law. This Assignment shall be construed and enforced in accordance with the laws of the state in which the Premises are located.

[Remainder of page intentionally left blank, Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be made as of the date set forth below.

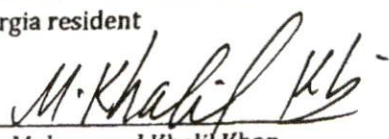
Witness or Notary Public

ASSIGNOR:
PSSM PROPERTIES LLC
a Georgia limited liability company

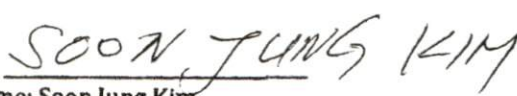
By: 
Name: Malik Dhanani
Title: Manager

Witness or Notary Public

ASSIGNEE:
MUHAMMAD KHALIL KHAN
a Georgia resident

By: 
Name: Muhammad Khalil Khan

LANDLORD:
SOON JUNG KIM
a Georgia resident

By: 
Name: Soon Jung Kim

Witness or Notary Public

EXHIBIT A

Lease Agreement

[Attached hereto]

EXHIBIT B

UNCONDITIONAL AND CONTINUING GUARANTY

This Unconditional and Continuing Guaranty (this "Guaranty") is made effective as of the ___ day of April, 2022 by the undersigned, **Malik Dhanani**, a Georgia resident ("Guarantor") in favor of **SOON JUNG KIM** ("Landlord").

NOW, THEREFORE, in consideration for, and as an inducement to SOON JUNG KIM, as landlord, to provide Landlord's consent to the Assignment and Assumption of Lease Agreement (the "Assignment"), of even date herewith, by and between PSSM PROPERTIES LLC, as assignor, and MUHAMMAD KHALIL KHAN, as assignee ("Tenant"), with respect to the certain Lease Agreement dated February 4, 2021, regarding the certain premises located at 3390 Jefferson Road, Macon, GA 31217 as assigned by that certain Assignment and Assumption of Lease and First Amendment to Lease Agreement of even date (collectively, the "Lease"), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Guarantor agrees as follows:

1. This Guaranty shall be effective as of the Effective Date provided in the Assignment (the "Effective Date").
2. Guarantor absolutely, unconditionally and irrevocably guarantees to Landlord the full and prompt payment when due of all rent and all other charges to be paid by Tenant under the Lease and the full and timely performance and observance of all covenants, conditions, and agreements therein provided to be performed and observed by Tenant.
3. The validity of this Guaranty and the obligations of the Guarantor shall not be terminated, affected, or impaired by reason of (i) any forbearance, releases, settlements or compromises between Landlord and Tenant or any other guarantor, or any waiver of or failure to enforce any of the rights and remedies reserved to Landlord in the Lease or otherwise; (ii) the relief or release of Tenant or any other guarantor from any of their obligations under the Lease by operation of law or otherwise, including, without limitation, the insolvency, bankruptcy, liquidation or dissolution of Tenant or any other guarantor or the rejection of or assignment of the Lease in connection with proceedings under the bankruptcy laws now in effect or hereafter enacted; or (iii) the release, surrender, exchange, subordination, deterioration, waste, loss or impairment (including, without limitation, negligent, willful, unreasonable or unjustifiable impairment) of any collateral securing the Lease.
4. Guarantor represents and warrants that it has a material economic interest in Tenant and that Landlord's consent to the Assignment is of direct benefit to Guarantor, whether or not it shall ever occupy any portion of the Premises (as defined in the Lease). This Guaranty will remain in full force and effect as to any renewal, modification, amendment, or extension of the Lease, any assignment or transfer by Landlord, any assignment, transfer or subletting by Tenant, any change in the status, composition, structure or name of Tenant or Guarantor, or any holdover by Tenant under the Lease, and as to any assignee of Tenant's interest under the Lease.
5. Payment by Guarantor of any amount pursuant to this Guaranty shall not in any way entitle Guarantor to any right, title or interest (whether by way of subrogation or otherwise) in and to any of the rights or remedies Landlord may have against Tenant, unless and until all of the

obligations then payable or performable by Tenant under the Lease accruing on or after the Effective Date have been performed, including particularly, but without limitation, payment of the full amount then due and owing to Landlord under the Lease accruing on or after the Effective Date and this Guaranty.

6. Wherever reference is made to the obligations or liability of Tenant in the Lease, such reference is deemed likewise to refer to Guarantor, jointly and severally, with Tenant. The liability of Guarantor for the obligations of the Lease shall be primary; in any rights of action which accrues to Landlord under the Lease, Landlord may proceed against Guarantor and/or Tenant, jointly or severally, and may proceed against Guarantor without having demanded performance of, commenced any action against, exhausted any remedy against, or obtained any judgment against Tenant. This Guaranty is irrevocable and continuing in nature and relates to any of the obligations arising under the Lease on or after the Effective Date. This Guaranty is a guaranty of prompt and punctual payment and performance and is not merely a guaranty of collection. Guarantor waives any obligation on the part of Landlord to enforce the terms of the Lease against Tenant as a condition to Landlord's right to proceed against Guarantor.
7. Guarantor expressly waives: (i) notice of acceptance of this Guaranty and of presentment, demand and protest; (ii) notice of any default hereunder or under the Lease; (iii) demand for observance, performances, or enforcement of any terms for provisions of this Guaranty or the Lease; and (iv) all other notices and demands required by law which Guarantor may lawfully waive. Guarantor agrees that if this Guaranty is enforced by suit or otherwise, Guarantor shall reimburse Landlord, upon demand, for all reasonable expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees.
8. Guarantor agrees that in the event that Tenant shall become insolvent or shall be adjudicated a bankrupt, or shall file a petition for reorganization, arrangement or other relief under any present or further provision of the United State Bankruptcy Code, Bankruptcy Reform Act of 1978, as amended or modified, or in connection with any other State or Federal solvency proceeding, or if such a petition be filed by creditors of said Tenant, or if Tenant shall seek any judicial readjustment of the rights of its creditors under any present or future Federal or State law or if a receiver of all or part of the Tenant's property and assets is appointed by any State or Federal court, no such proceeding or action taken therein shall modify, diminish or in any way affect the liability of Guarantor under this Guaranty and the liability of Guarantor with respect to the Lease shall be of the same scope as if Guarantor itself executed the Lease as the named tenant thereunder as of the Effective Date and no "rejection" and/or "termination" of the Lease in any of the proceedings referred to in this paragraph shall be effective to release and/or terminate the continuing liability of Guarantor to Landlord under this Guaranty with respect to the Lease (to the extent accruing on or after the Effective Date) for the remainder of the Lease term stated therein unaffected by any such "rejection" and/or "termination" in said proceedings; and further, if in connection with any of the solvency or insolvency proceedings referred to in this paragraph, should Tenant seek and obtain approval to assume or otherwise reaffirm the Lease and the obligations thereunder or to assume the Lease and assign the Lease to a third party, and even in the event Landlord consents to any such assumption or assumption and assignment, Guarantor acknowledges and agrees that this Guaranty will remain in effect and Guarantor will continue to be liable under the Lease as assumed or as assumed and assigned to the extent accruing on or after the Effective Date.
9. Guarantor further agrees that, to the extent Tenant or Guarantor makes a payment or payments to Landlord under the Lease or this Guaranty with respect to obligations accruing on or after

the Effective Date, which payment or payments or any part thereof are substantially invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to Tenant or 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.

10. Guarantor hereby waives, to the maximum extent permitted by law, all defenses available to a surety, whether or not the waiver is specifically enumerated in this Guaranty.
11. Nothing herein shall in any way modify or limit the effect of terms or conditions set forth in any other document, instrument or agreement executed by Guarantor or Tenant in connection with the obligations under the Lease, but each and every term and condition hereof shall be in addition thereto.
12. No modification or amendment of this Guaranty will be effective unless executed by Guarantor and consented to by Landlord in writing, and no cancellation of this Guaranty will be valid unless executed by Landlord in writing.
13. If Tenant's obligations are void or voidable due to illegal or unauthorized acts by Tenant in the execution of the Lease, Guarantor shall nevertheless be liable hereunder to the same extent as it would have been if the obligations of Tenant had been enforceable against Tenant.
14. TO THE MAXIMUM EXTENT PERMITTED BY LAW, GUARANTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY GUARANTOR OR LANDLORD AGAINST THE OTHER PARTY OR THEIR RESPECTIVE SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS GUARANTY OR ANY DOCUMENT CONTEMPLATED HEREIN OR RELATED HERETO. THIS WAIVER BY GUARANTOR OF ANY RIGHT TO A TRIAL BY JURY HAS BEEN NEGOTIATED AND IS AN ESSENTIAL ASPECT OF THE BARGAIN BETWEEN GUARANTOR AND LANDLORD.

15. Miscellaneous.

- (a) Governing Law. This Guaranty and the rights and obligations of the parties hereunder shall be governed and construed in accordance with the laws of the State in which the Premises are located.
- (b) Remedies Cumulative; No Waiver. Guarantor hereby agrees that the enumeration of Landlord's rights and remedies set forth in this Guaranty is not intended to be exhaustive and the exercise by Landlord of any right or remedy shall not preclude the exercise of any other rights or remedies, all of which shall be cumulative and shall be in addition to any other right or remedy given hereunder or under any other agreement between the parties, or which may now or hereafter exist at law or in equity or by suit or otherwise. No delay on the part of Landlord in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude other or further exercise thereof or the exercise of any other right, power or privilege shall be construed to be a waiver of any default. No course of dealing

between Guarantor and Landlord, or any of Landlord's agents or employees shall be effective to change, modify or discharge any provision of this Guaranty or to constitute a waiver of any default.

- (c) Time is of the Essence. For all payments made and obligations to be performed under this Guaranty, time is of the essence.
- (d) Agreement, Binding Effect, Benefit of Agreement. This Guaranty (1) shall be fully assignable, in whole or in part, and transferable by Landlord in connection with Landlord's transfer of Landlord's interest in the Lease or the property of which the Premises under the Lease are a part; (2) may not be delegated or transferred by Guarantor without the prior written consent of Landlord, which consent may be withheld or conditioned by Landlord in its sole discretion; and (3) shall inure to the benefit of, and be enforceable by, Landlord and its successors and/or assigns and the duties and obligations of Guarantor shall bind Guarantor and Guarantor's successors and/or permitted assigns.
- (e) Severability. Any provisions of this Guaranty which are prohibited or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
- (f) Further Assurances. Guarantor agrees that it will, at any time and from time to time, within ten (10) business days following written request by Landlord, execute, acknowledge and deliver to Landlord a statement certifying that this Guaranty is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating such modification). Guarantor agrees that such certificate may be relied on by anyone holding or proposing to acquire any interest in the Shopping Center (as defined in the Lease) from or through Landlord or by any mortgagee (as defined in the Lease) or prospective mortgagee or lessor of the Shopping Center or of any interest therein.

16. ACKNOWLEDGMENT. GUARANTOR HEREBY ACKNOWLEDGES AND AGREES THAT IT MAKES ALL OF THE WAIVERS, AGREEMENTS AND CONSENTS ("WAIVERS") SET FORTH IN THIS GUARANTY KNOWINGLY, INTENTIONALLY, VOLUNTARILY, WITHOUT DURESS, AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF SUCH WAIVERS WITH ITS COUNSEL. GUARANTOR FURTHER ACKNOWLEDGES THAT SUCH WAIVERS ARE A MATERIAL INDUCEMENT TO LANDLORD TO CONSENT TO THE ASSIGNMENT AND THAT LANDLORD WOULD NOT HAVE CONSENTED TO THE ASSIGNMENT WITHOUT SUCH WAIVERS. GUARANTOR ACKNOWLEDGES THAT IT HAS SUFFICIENT KNOWLEDGE AND EXPERIENCE TO BE CAPABLE OF EVALUATING THE RISKS OF ITS GUARANTY. IF ANY OF THE WAIVERS HEREIN ARE DETERMINED TO BE UNENFORCEABLE UNDER APPLICABLE LAW, SUCH WAIVERS SHALL BE EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED BY SUCH LAW.

[Remainder of page intentionally left blank, Signatures on the following page]

IN WITNESS WHEREOF, Guarantor has hereunto set its hand and sealed on this ___ day of April, 2022.

Notary Public

GUARANTOR:



Malik Dhamani

Agent Certification

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

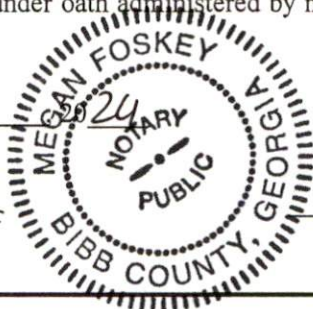
Agent's Signature: M. Khalife Date: 7-26-24

Business Name: Lucky Food Mart 3309 LLC

I hereby certify that Muhammad Khan (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 July

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: M. Khalife Date: 07.26.24
(If different from Agent)

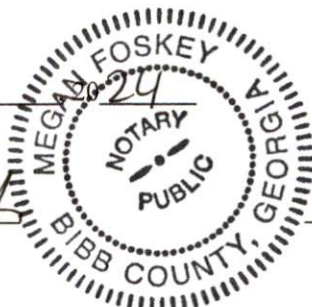
Title: owner

Business Name: Lucky Food

I hereby certify that Muhammad Khan (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 26 day of July

Megan Foskey
Notary Public



March 21, 2027
My Commission Expires

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM
--

Business Name: Lucky Food

Business Address: 3390 Jeffersonville Rd Macon GA 31217

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.

M. Khalil
Applicant/Agent Signature

05.20.2024
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: Lucky Food

Business Address: 3390 Jeffersonville Rd Macon GA 31217

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

7/10/24
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.

Muhammad Khan / M. Khalifa
Applicant/Agent Signature

7-26-24
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



Alcohol License Questionnaire

Name of Business: Lucky Food
 Owner's Name: Muhammad Khan
 Address: [REDACTED]

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. Khalil
 Signature

Muhammad Khan
 Print Name

05.20.2024
 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: Lucky Food

Business Address: 3390 Jeffersonville Rd Macon GA 31217

☒ **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

M. Khalil Ki

Applicant/Agent Signature

05.20.2024

Date

ARMED SECURITY PERSONNEL IDENTIFICATION FORM

Instructions:

N/A

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 *Business*

1. Name and Title of the applicant: Muhammad Khan *owner*
2. Name of the subject of this Certificate, if different from the applicant: _____
3. Benefit or privilege for which the applicant is applying (mark one):

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

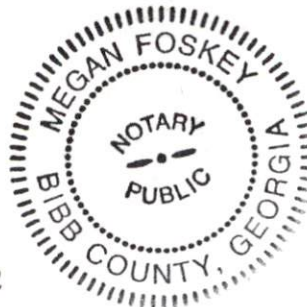
4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of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

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

Muhammad Khan *M. Khaliq*
Print and Sign Name

Sworn to and subscribed before me this
26 day of July, 2024.

Megan Foskey
Notary Public
My Commission Expires: 3/21/24



Macon-Bibb County Certificate of Good Standing

prop owner

1. Name and Title of the applicant: Lucky Food Mart 3309 LLC / Tenant / Muhammad Khan
2. Name of the subject of this Certificate, if different from the applicant:
Soon Jung Kim / Landlord (3390 Jeffersonville Rd, 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.

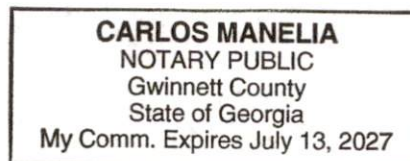
SOON JUNG KIM Soon Jung Kim
Print and Sign Name

Sworn to and subscribed before me this
15 day of July, 2024.



Notary Public

My commission expires: 07-13-2027





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: Muhammad Khan – Fingerprints Completed: 07.29.2024

Business Name: Lucky Food Mart 3309 LLC DBA Lucky Food

Business Address: 3390 Jeffersonville Rd Macon GA 31217

DocuSigned by:		
After investigation, I recommend that the license requested herein be:		
Granted	 Sheriff, Macon-Bibb County, Georgia	8/3/2024 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 10/9/24 (Date) ^{DS} FA (Initials)

Comments

Reviewed by Legal. Recommend approval.

Initials

^{Initial}
SF

Stephanie Freeman, Administrative Office Specialist



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY STEWART | ☐ 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 MASTER SERVICES AGREEMENT WITH TERRACON CONSULTANTS, INC. FOR THE PERFORMANCE OF ENVIRONMENTAL TESTING AND INSPECTION SERVICES; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Terracon Consultants, Inc. (“Terracon”), formerly known as Geotechnical and Environmental Consultants, Inc., has performed environmental testing and inspection services for Macon-Bibb County since prior to consolidation, including pursuant to a Master Services Agreement with Macon-Bibb County dated June 10, 2022; and

WHEREAS, the County primarily utilizes Terracon to perform asbestos and demolition services for blight projects; and

WHEREAS, the County also utilizes Terracon’s services to perform inspections of property the County intends to purchase and during the completion of capital improvement and renovation projects, including SPLOST-funded projects; and

WHEREAS, the County intends to renew the Master Services Agreement with Terracon to perform similar services because of their extensive experience, particularly as it relates to County projects; and

WHEREAS, as a matter of efficiency, the County desires to enter into a Master Services Agreement with Terracon, in a form substantially similar to the agreement attached hereto and incorporated herein as Exhibit A, that governs the relationship between the parties for the next three years; and

WHEREAS, Terracon has presented the County with a fee schedule that will be applicable under the terms of the proposed Master Services Agreement; and

WHEREAS, Terracon will provide quotes to the County for projects requiring services that are not contemplated by the Fee Schedule; and

WHEREAS, by this Resolution, the Macon-Bibb County Commission intends to approve all projects performed by Terracon pursuant to the proposed Master Services Agreement, including those specially priced pursuant to the Other Projects section of the Scope of Services and those that exceed \$25,000.00; and

WHEREAS, entering into the proposed Master Services Agreement will save the County the administrative costs and burdens associated with preparing and entering into separate contracts for each environmental testing and inspection project that Terracon performs; 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 a Master Services Agreement with Terracon Consultants, Inc. for the performance of environmental testing and inspection services, in substantially the same form as Exhibit A.

BE IT FURTHER RESOLVED that, subject to Georgia law requiring the bidding of public works construction contracts in excess of \$100,000.00, the Macon-Bibb County Commission hereby expressly authorizes and approves all projects to be performed by Terracon Consultants, Inc. pursuant to the Master Services Agreement, including those in excess of \$25,000.00, in accordance with Section 19-10(b) of the Macon-Bibb County Code of Ordinances, so long as funds are available for such project.

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 the Macon-Bibb County Commission grants the Mayor and the County Manager 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 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 that except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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 the Commission

EXHIBIT A

**MASTER SERVICES AGREEMENT
BETWEEN MACON-BIBB COUNTY AND
TERRACON CONSULTANTS, INC.**

This Professional Services Agreement ("Agreement") is made and entered into by and between Macon-Bibb County, Georgia ("County") and Terracon Consultants, Inc. ("Consultant"), a foreign profit corporation, with a local principal address of 514 Hillcrest Industrial Boulevard, Macon, Georgia, 31204, collectively the "Parties."

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, County and Consultant agree as follows:

1. Scope of Services

Consultant shall commence, diligently pursue, and complete the professional services as set forth in this Agreement and as more specifically detailed in this Section below. All services will be performed in accordance with federal, state, and local laws. Consultant shall maintain current licenses and permits as required for services provided to the County. Any changes to the scope of service shall be made in writing in the form of Change Orders and mutually agreed upon by the Parties. Consultant is not obligated to perform services beyond what is contemplated in this Agreement.

Blight Removal

For general County blight removal operations, Consultant may perform asbestos and demolition services, and other necessary services incidental thereto, as requested by the County at the rates set forth in Exhibit A – Fee Schedule, attached hereto and incorporated herein by reference.

Other Projects

At the County's request, Consultant may perform additional environmental testing services at the rates set forth in Exhibit A. Additionally, County may request that Consultant prepare a quote for projects outside the scope of services with fixed rates set forth in Exhibit A. In the event that County agrees to pay the quoted rates for those projects not contemplated by Exhibit A, the Parties agree that Consultant will be bound by the other terms of this Agreement for the purpose of those projects.

2. Compensation

Consultant shall receive compensation for actual work performed either based on the fee schedule set forth in Exhibit A or as quoted by the Consultant if the project requires work outside the scope of Exhibit A, whichever is applicable to the specific situation.

Payment of all amounts due are to be made upon presentation of an invoice and will be considered past due thirty (30) days from receipt of invoice. County will not pay any interest, penalties, or other amount claimed beyond the amount authorized by this Agreement. County is tax exempt and cannot agree to pay State or Federal taxes.

Prior to the issuance of final payment from County with respect to any particular project, Consultant shall certify in a form satisfactory to County that all subcontractors, staff, materialmen, suppliers, and other persons engaged by Consultant in connection to this Agreement have been paid in full or will be paid in full utilizing the funds constituting final payment to Consultant.

3. Term

The services of the Consultant shall commence on the date this Agreement is executed and shall continue in full force and effect for three (3) calendar years from the date of execution.

4. Termination

Either Party may terminate this Agreement, or any part of this Agreement, upon thirty (30) days written notice, with or without cause, and with no penalty or additional cost beyond the rates stated in this Agreement. In the event of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination.

5. Fiscal Non-Appropriation Clause

Financial obligations of County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of County, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

6. County Obligations

County shall timely provide all data information, plans, specifications, and other documentation reasonably required by Consultant to perform Services. County grants Consultant full privilege, and non-exclusive, non-transferable license to use all such materials as reasonably required to perform Service. County shall provide all utilities and technical support required for the professional services to be performed.

7. Performance Standards

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to County that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement. EXCEPT FOT THE STANDARD OF CARE PREVIOUSLY STATED, Consultant MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO Consultant's SERVICES AND Consultant DISCLAIMS ANY IMPLIED WARRANTY OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. Independent Contractor

Consultant is an independent contractor, and neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of County. County shall not have any liability or responsibility for any direct payments of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for County under this Agreement. Consultant will be responsible for and compensation paid under this Agreement shall include, the cost of obtaining, maintaining, and complying with, and paying all fees and taxes associated with all applicable licenses, authorizations, consents, approvals, and permits required of Consultant in performing services and complying with this Agreement. Consultant will not make any representations, warranties, or commitments binding the County without the County's written consent. The compensation set forth in this Agreement shall be the sole payment for services rendered. Consultant shall provide county with a W-9 form for each contract term for which services are performed. Consultant and County agree that Consultant will be free to contract for similar services to be performed for other employers

while under Contract with County.

9. Subcontracting and Assignment

Should Consultant elect to subcontract any services under this Agreement, Consultant shall remain responsible for the performance of the subcontractors, remain County's sole point of contact for the services, and be responsible for the payment of any subcontractors. Subject to the foregoing, the terms, covenants, and conditions of this Agreement shall be binding on the successors and assigns of either party. Notwithstanding the terms of any subcontractor's agreement, in no circumstances shall any subcontractor have any greater rights as against the County than the Consultant has under this Agreement; and in no circumstances shall the County's responsibilities towards subcontractor be greater than County's responsibilities to Consultant under this Agreement.

Subcontractor Reporting Requirements:

A. Consultant shall submit a "Subcontractor/Supplier Participation Report" on this contract quarterly to the Macon-Bibb County Office of Small Business Affairs which shall include the following:

1. The name of each subcontractor or supplier participating in the contract.
2. A description of the work to be performed, materials, supplies, and services provided by each subcontractor or supplier.
3. Whether each subcontractor or supplier is a minority owned, woman owned, LGBTQIA+ owned, veteran owned, disabled-person owned, Certified Disadvantaged Business Entity, non-profit, or local business.
4. Whether each subcontractor is a supplier, subcontractor, or other.
5. The dollar value of each subcontract or supply agreement.
6. The actual payment to date of each subcontractor or supplier participating in the contract.

B. The report shall be updated during the applicable quarter by the Consultant whenever any of the approved subcontractors or suppliers have completed the portion of the work they were contracted to perform. Copies of this report should be transmitted promptly to the Macon-Bibb County Office of Small Business Affairs.

C. The County may withhold any payment due to the Consultant on any project for failure to submit the Subcontractor/Supplier Report within thirty (30) days following the end of the calendar quarter or for the failure to submit updates to the quarterly report within thirty (30) days of any subcontractor or supplier having complete the portion of work they were contracted to perform.

10. Conflicts of Interest

Consultant and all subcontractors thereof shall immediately notify County in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the execution of its work in the fulfillment of the requirements of this Agreement. County shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest. Failure to properly disclose any conflicts of interest may result in immediate termination of this

Agreement. Upon termination, Consultant shall be entitled to compensation of services performed prior to the date of termination, on a pro rata basis, provided such services are reasonably satisfactory to the County.

11. Indemnification

To the fullest extent permitted by law, Consultant shall indemnify, and hold harmless County, its elected and appointed officials, and its employees from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant any Officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultant's compliance with County law, ordinances, rules, regulations, resolution, executive orders, or other instructions received from County.

12. Insurance

- (a) Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- (b) Worker's compensation insurance to cover obligations imposed by applicable law by any employee engaged in the performance of work under this Agreement.
- (c) Comprehensive General Liability ("CGL") with combined single limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, covering all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products. The policy shall contain a severability of interest provision and shall be endorsed to include County and County's officers, and employees as additional insureds. A company authorized to conduct business in the State of Georgia must issue this policy. Excess liability coverage may be used in combination with the base policy to obtain the required limits.
- (d) Consultant agrees to procure and maintain Business Automobile Liability Insurance ("BAP") with liability limits of \$1,000,000.00, covering any owned, non-owned, or hired motor vehicles. Excess liability coverage may be used in combination with the base policy to obtain these limits. This policy shall name the County and its officers and employees as additional insured.
- (e) Prior to the commencement of Services, Consultant shall submit certificates of insurance acceptable to County. Each insurance policy required above shall be issued by a company authorized by the Insurance Commissioner of the State of Georgia to transact the business of insurance in the State of Georgia for the applicable line of insurance and, except otherwise stated in this Agreement, shall be an insurer with a Best Policyholders Rating of "A" or better and with a financial size rating of Class V or

larger. One original certificate of insurance with all endorsements attached must be deposited with County for each insurance policy required. Consultant is responsible for any delay resulting from the failure of its insurance carriers to furnish proof of proper coverage in the prescribed form.

- (f) All deductibles shall be paid by Consultant. Except as to the Professional Liability policy, all liability policies obtained by Consultant in satisfaction of this Agreement shall be primary and noncontributory, shall list Macon-Bibb County and all elected officials, officers, and employees thereof as additional insureds, and all such policies shall apply separately to each insured against whom any claim is made or suit is brought, except with respect to limits of insurance provided. All coverage shall be provided on a "pay on behalf" basis, with defense costs paid in addition to policy limits and there shall be no cross liability performed by Consultant. Consultant shall provide current certificates of insurance for all insurance types required under this Agreement and shall provide updated certificates of insurance no later than thirty (30) days prior to the renewal or material amendment of any required insurance policy. Consultant shall provide complete copies of any or all insurance policies upon written demand. No policy shall be cancelled, non-renewed, or have policy limits reduced outside of this Agreement unless County is given thirty (30) days advance notice from Consultant. Consultant shall further require that no insurer shall cancel, non-renew, or reduce the policy limits of any policy required under this Agreement without first giving thirty (30) days written notice to County.
- (g) The County shall be under no obligation to ensure that Consultant, or any subcontractor, complies with the insurance requirements of this Agreement, and Consultant assumes all liability arising from its, or its subcontractor's failure, to acquire and/or maintain adequate insurance to cover its operations and business. Consultant further agrees to indemnify and hold harmless the County for any claims arising from Consultant's, or any subcontractor's, failure to acquire and/or maintain adequate insurance.

13. Ownership of Documents

Except as expressly provided in this Agreement, County shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the performance of Services hereunder shall not be used by Consultant for any purpose other than the performance of Services hereunder without the express prior written consent of County. All such records, documents, notes, data, and other materials shall be considered "work for hire" and shall become the exclusive property of County when Consultant has been compensated for the same as set forth herein, and County shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it.

14. Confidential Information and Open Records

County is subject to the Georgia Open Records Act and cannot agree to protect confidential information from public disclosure unless that information is subject to an exception. Consultant shall cooperate fully with County in response to all requests made under the Georgia Open Records Act.

The Parties acknowledge that both Consultant and County are required to comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. See, *Milliron v. Antonakakis*,

S24G0198, Supreme Court of Georgia, decided August 13, 2024. As a result, Consultant acknowledges and agrees that County may make such disclosures as are authorized or required under the Georgia Open Records Act, notwithstanding any claims of confidentiality asserted by Consultant as to any records or data in the County's possession.

Upon execution of this Agreement, Consultant shall designate in writing that one or more of its officers shall be the open records officer for Consultant in accordance with the Open Records Act. In the event that Consultant receives a request for records under the Open Records Act, Consultant shall notify County within two business days by sending an email, return receipt requested, to OpenRecordsNotices@maconbibb.onmicrosoft.com. Consultant shall provide County with copies of all records proposed for production prior to responding to such request. Consultant shall assert all exemptions and exceptions available to the fullest extent of the law and shall not produce any records which are subject to withholding under the Open Records Act or any other state or federal law. Consultant shall have a duty to consult with independent legal counsel concerning which records are or are not subject to production prior to making any production, and shall certify to County at the time the proposed production is provided to County that the records contained therein have been reviewed by counsel for responsiveness and that all information that is protected or protectable from release under the law has been redacted therefrom. Consultant shall be responsible for calculating response costs and billing requestors for all requests sent in accordance with the Open Records Act, and Consultant's complete compliance with the provisions of this section shall be performed at no cost to County.

Consultant assumes all civil and criminal liability for its own compliance with the Open Records Act. In the event that Consultant produces material records that are subject to withholding under the Open Records Act, then County shall reserve the right to seek actual damages for the harm caused by such production. Nothing herein shall be construed as limiting in any way the County's right to seek injunctive, declaratory, or other relief to prevent the release of protected information prior to any such production being made.

15. Publicity

Consultant shall not release without prior written approval from County, any publicity regarding Services provided, including but not limited to, notices, information pamphlets, press releases, research, reports, signs and similar public notices prepared by or for Consultant, identifying County as receiving goods or services under this Agreement.

16. Confidentiality

Consultant shall not disclose, directly, or indirectly, any confidential information or trade secrets of County without prior written consent of County unless pursuant to a lawful court order directing such disclosure.

17. Discrimination and ADA Compliance

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment

advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by County at any time during the term of this Agreement.

18. Drug Free Workplace

Neither Consultant nor any subcontractors shall not be in possession of or use a controlled substance or marijuana during the performance of this Agreement, except for those controlled substances prescribed by a licensed medical provider. County has a no tolerance policy for violation of this rule.

19. Prohibition Against Employing Illegal Aliens

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

20. Notices

All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid; or (d) via facsimile with a copy sent that same day via (a), (b), or (c). All Notices shall be addressed as follows:

For County:

Macon-Bibb County
Attn: Mayor
700 Poplar Street
Macon, Georgia 31201

For Consultant:

Terracon Consultants, Inc.:
Attn: Thomas E. Driver
514 Hillcrest Industrial Blvd.
Macon, Georgia 31204
(478) 757-1606; tom.driver@terracon.com

Macon-Bibb County SPLOST Coordinator
Attn: Clay Murphey
PO Box 247
Macon, Georgia 31201

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

21. Force Majeure

Any delay or non-performance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

22. Dispute Resolution and Jury Trial

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties may try in good faith to settle the dispute by mediation before resorting to some other dispute resolution procedure or litigation; however, mediation is not a required pre-condition to litigation. Disputes arising under this Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. Exclusive jurisdiction and venue for any legal proceeding related to this Agreement shall be in Bibb County State or Superior Court, or the Federal District Court for the Middle District of Georgia (Macon Division). County does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by the County under the Eleventh Amendment of the United States Constitution.

23. Conflict of Laws

This Agreement shall be governed and construed under the laws of the State of Georgia without regard to conflicts of laws principles that would require the application of any other law.

24. Attorney's Fees

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

25. Authority to Execute

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

26. Counterparts

This Agreement may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument. This Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though no one counterpart contains all of the signatures of all the Parties to this Agreement. Reproduced or electronic signatures shall be considered the same as an original signature. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

27. Electronic Representations and Records

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic

document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

28. Waiver

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

29. Severability

In the event that any provision of this Agreement is declared invalid, unenforceable, or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

30. Survival

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

31. Entire Agreement

The Parties acknowledge that this Agreement sets forth the entire agreement and understanding between the Parties and fully supersedes all previous communications, representations or agreements, oral or written, between the Parties pertaining to the same subject matter. This Agreement may only be amended or modified in writing by consent of both Parties. Consultant may not unilaterally amend or modify this Agreement by including provisions in its invoices, or other business forms, which shall be deemed objected to by County and of no force or effect.

32. Supplemental Terms and Conditions

Consequential Damages. Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

Testing and Observations. County understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. County understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. County shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by County or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, County assumes sole responsibility for determining whether the quantity and the nature of Services ordered by County is adequate and sufficient for County's intended purpose. County is responsible (even if delegated to contractor) for requesting services, and

notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of County's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve County's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by County's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.

Site Access and Safety. County shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including County's contractors, subcontractors, or other parties present at the site.

Subsurface Explorations. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. County understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, County accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.

Utilities. County shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.

Change Orders. County may request changes to the Scope of Services by altering or adding to the Services to be performed. If County so requests, Consultant will return to County a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following County's review, County shall provide written acceptance. If County does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date executed by both parties.

Macon-Bibb County:

By: _____
Lester M. Miller, Mayor Date

Attested: _____
Janice S. Ross, Clerk of Commission Date

Terracon Consultants, Inc.:

By: _____
Thomas E. Driver, President Date

Attested: _____
Date

Q:\CONTRACTS\2024 Terracon Consultants Master Services Agreement.Docx

EXHIBIT A

TERRACON CONSULTANTS, INC.
2022 MACON-BIBB COUNTY INDEFINITE QUANTITY FEE SCHEDULE (FOR NON-QUOTED SERVICES)

I. LUMP SUM SERVICES

1	Asbestos Survey Services	
	a. Residential or Commercial Structure, less than 1500 sf	\$ 650.00
	b. Residential or Commercial Structure, 1500 to 2000 sf	\$ 1,000.00
	c. Residential or Commercial Structure, 2000 to 3000 sf	\$ 1,500.00
	d. Above 3000 sf to be quoted on individual basis	
2	Lead Based Paint Survey	
	a. Residential or Commercial Structure, less than 1500 sf	\$ 750.00
	b. Residential or Commercial Structure, 1500 to 2000 sf	\$ 1,200.00
	c. Residential or Commercial Structure, 2000 to 3000 sf	\$ 1,800.00
	d. Above 3000 sf to be quoted on individual basis	
3	Phase I ESA Services	
	a. 5 acres or less	\$ 2,500.00
	b. 5 to 10 acres	\$ 3,000.00
	c. 10 to 20 acres	\$ 3,500.00
	d. Above 20 acres quoted on individual basis	
4	Visual Mold Survey	
	a. Residential or Commercial Structure, less than 1500 sf	\$ 750.00
	b. Residential or Commercial Structure, 1500 to 2000 sf	\$ 1,200.00
	c. Residential or Commercial Structure, 2000 to 3000 sf	\$ 1,800.00
	d. Above 3000 sf to be quoted on individual basis	
5	Mold Testing, per surface sample	\$ 135.00
6	Mold Testing, per air sample	\$ 175.00
7	Oversight of Residential Abatement and/or demolition services, per blighted house to be demolished	\$ 600.00
8	Subcontracting for Asbestos, other abatement, or demolition, cost plus	12%
All other services will be quoted individually or invoiced in accordance with the GEC Unit Price Fee Schedule.		

TERRACON CONSULTANTS, INC.
2022 MACON-BIBB COUNTY INDEFINITE QUANTITY FEE SCHEDULE (FOR NON-LUMP SUM SERVICES)

II. PROFESSIONAL SERVICES

1	Engineering Aide or Draftsman, per hour	\$55.00
2	Environmental Technician, per hour	\$75.00
3	Senior Environmental Technician/Environmental Specialist, per hour	\$85.00
4	Staff Professional, Engineer, or Geologist per hour	\$115.00
5	Senior Staff Professional, per hour	\$175.00
6	Registered Engineer or Geologist, per hour	\$200.00
7	Administrative Assistant, per hour	\$55.00
8	Mileage, per vehicle mile	\$1.00
9	Travel & Overnight Expenses	Cost +12%
10	Per Diem, per man, per day	N/A
11	Special Printing, shipping & handling charges	Cost + 12%
12	Consumables or Rental Equipment	Cost + 12%



LEGISLATIVE SPONSORS

- | | |
|--|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY STEWART | ☐ 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 WARREN ASSOCIATES, INC. TO PERFORM CAMPGROUND RENOVATIONS AT LAKE TOBESOFKEE, IN THE AMOUNT OF \$597,270.00, TO BE PAID FROM THE SPLOST 2018 FUND – RECREATION – LAKE TOBESOFKEE – PROPERTY LINE ITEM; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the campground spaces at Lake Tobesofkee are in need of improvement; and

WHEREAS, the Macon-Bibb County Commission previously appropriated funds for improvements at the Lake Tobesofkee Recreation Area; and

WHEREAS, Invitation for Bids (IFB) No. 25-007-LH was published on August 26, 2024, advertised on the Macon-Bibb County Procurement page, and posted to the Georgia Procurement Registry; and

WHEREAS, six hundred eighty-five (685) vendors were notified of the IFB, of whom, twenty-nine (29) were African American, seven (7) were Asian American, nine (9) were Native American, and four (4) were Hispanic/Latino; and

WHEREAS, on the published due date of September 26, 2024, six (6) responses were received in Procurement, tabulated for responsiveness, and provided to the user department for specification requirement review; and

WHEREAS, after review of the submitted bids, Warren Associates, Inc., whose total bid was the lowest responsive and responsible submission, is recommended for award of a contract for the construction of the required improvements; and

WHEREAS, Procurement concurs with the recommendation of award of a contract to Warren Associates, Inc.; and

WHEREAS, the Macon-Bibb County Commission desires to authorize the Mayor to execute an agreement with Warren Associates, Inc., in a form to be approved by the County Attorney's Office, in the amount of \$597,270.00 to perform the scope of work as described and upon the conditions described in the IFB, attached hereto and incorporated herein as Exhibit A; and

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

NOW, THEREFORE, BE IT RESOLVED by the Macon-Bibb County Commission, and it is hereby so resolved by the authority of the same, that the Mayor is authorized to execute an agreement with Warren Associates, Inc. to construct improvements to the campgrounds at Lake Tobesofkee, in the amount of \$597,270.00, to be paid from the SPLOST 2018 Fund – Recreation – Lake Tobesofkee – Property line item, in a form to be approved by the County Attorney's Office.

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

BE IT FURTHER RESOLVED the Macon-Bibb County Commission grants the Mayor and the County Manager 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 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 that except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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 the Commission

*Q:\RES MACON-BIBB\2024 Miller Authorizing Agreement With Warren Associates, Inc For Lake Tobesofkee
Campground Reno - \$597,270.00 10-8-24.Docx*

EXHIBIT A



Macon-Bibb County, Georgia

INVITATION FOR BIDS

FOR

Lake Tobesofkee Campground Renovations

906-72
988-63

BID NUMBER: 25-007-LH

ISSUED: August 21, 2024

BIDS DUE NO LATER THAN 12:00 NOON ON THURSDAY, September 26, 2024

Macon-Bibb County Procurement Department
700 Poplar Street, Suite 308
Government Center
Macon, Georgia 31201

LAKE TOBESOFKEE CAMPGROUND RENOVATIONSPARK RENOVATIONS

I. GENERAL

A. Invitation

1. Notice is hereby given that the Macon-Bibb County will receive sealed bids (**original bid and Flash Drive**) in the Procurement Department, Suite 308, Macon-Bibb City Hall, 700 Poplar Street, Macon, Georgia 31201, until **12:00 o'clock NOON** at the time legally prevailing in Macon, Georgia on Thursday, **September 26, 2024**, for **Lake Tobesofkee Campground Renovations for Macon-Bibb County, Georgia**.
2. **NO BIDS WILL BE ACCEPTED AFTER THIS DESIGNATED TIME.**
3. Bids will be publicly opened in the Macon-Bibb County Procurement Department Conference Room, City Hall on **Thursday, September 26, 2024, at 2:00 pm**. Deadline for submitting questions is **Friday, September 6, 2024, at 3:00 pm**.
4. Minority, Women Owned and other Disadvantaged Business Enterprises are encouraged to participate in the solicitation process. Additionally, respondents are encouraged to use M/W/DBE subcontractors where possible.

B. Bid Documents

1. Bid documents may be examined and obtained at the Macon-Bibb County Procurement Department, Suite 308, City Hall, 700 Poplar Street, Macon, Georgia 31201, by calling (478) 803-0550, or may be viewed and downloaded from one of the links included below:
Georgia Procurement Registry website
http://ssl.doas.state.ga.us/PRSapp/PR_custom_index.jsp?agency=61100
Macon-Bibb County Procurement Page <https://www.maconbibb.us/procurement/>

C. Pre-Bid

A pre-bid conference is scheduled for 10:00 o'clock a.m., Wednesday, September 4, 2024, Procurement Conference Room, Suite 308, 700 Poplar Street, Macon, GA 31201. This pre-bid is mandatory; contractor must be present in order to submit a response.

D. Bid Bond

1. Bids, in order to be considered, shall be accompanied by a bid bond, payable to the Owner, in amount not less than five-percent (5%) of the total base bid.
 - a) This bid security shall become payable to the Owner only if the bidder, to whom award is made, should fail to execute a contract with the Owner and furnish bond and insurance in accordance with terms of the contract within ten (10) days after notification of award.
 - b) Contractor may submit a cashier's check or certified check for not less than 5% of the total base bid. The check must be made out to "Macon-Bibb County" and include the bid number in the memo line of the check. **Personal checks, business checks, and cash are strictly prohibited.**

E. Sealed Bids

1. Envelopes shall be identified on the outside as:
"BID # 25-007-LH: Lake Tobesofkee Campground Renovations"
and delivered by hand or mailed to:
Macon-Bibb County Procurement Department
Attn: Laura Hardwick
700 Poplar Street, Suite 308
Macon, Georgia 31201

F. Validity

1. No bid may be withdrawn for a period of ninety (90) days after time has been called on date of bid opening.

G. Contract Award

1. The Contract, if awarded, will be based on total bid price.
2. Guidelines in the award of this Contract will be Section 36-91-2, et seq., Official Code of Georgia Annotated.
3. Upon award of the Contract, a pre-construction meeting will be held to discuss the project and to establish a schedule of work.

H. Surety

1. Whereas the anticipated Contracted Price exceeds \$25,000, the bidder to whom award is made shall submit a Payment Bond and a Performance Bond, both in amount of one-hundred percent (100%) of the Contract Price.
 - a) Bonding company/Surety shall be:
 - (1) Rated B+ or better in current Key Rating Guide as issued by A.M. Best Company, Oldwick, NJ.
 - (2) Licensed to do business in the State of Georgia.

I. Payment Conditions

1. A 10% retainage will be withheld from each payment until final payment is made. The Owner will only pay for items used and actual work performed.
2. Change Orders shall be required for any variance from Contract or plan sheets. Any change in the Contract Price resulting from a Change Order shall be determined by mutual agreement between the County and the Contractor as evidenced by the change in the Contract Price being set forth in a Change Order executed by both parties. If no agreement is reached, then the change shall be determined by the actual and reasonable increases or decreases in the Contractor's costs of performance resulting from revisions in the work attributable to the change. Such increases as a result of changed or extra work shall be limited in an amount not to exceed a combined total of 10%. Insurance and bond premiums shall be added on top of the 10% combined total markup.
3. Any unauthorized work or material change will not be paid for unless a Change Order has been issued prior to the completion of work.

J. Excise Taxes

1. Any material that is to be incorporated into the work of this project may be consigned to Macon-Bibb County in care of the contractor. If the shipping papers show clearly that any such materials are so consigned, the shipment shall be exempt from the tax on transportation of property under the provisions of Section 3478(b) of the Internal Revenue Code, as amended by Public Law 180-78th Congress.
2. The Contractor shall pay all transportation charges.
3. Each bidder shall take this exemption into account in calculating his bid.

K. Insurance Requirements

1. Deductibles. All shall be paid for by the Contractor.
2. Required Insurance Coverages. The Contractor also agrees to purchase and have the authorized agent state on the insurance certificate that the Contractor has purchased the following types of insurance coverages, consistent with the policies and requirements of O.C.G.A. § 50-21-37. The minimum required coverages and liability limits are as follows:

- a) Workers' Compensation Insurance. The Contractor agrees to provide, at a minimum, Workers' Compensation coverage in accordance with the statutory limits as established by the General Assembly of the State of Georgia. A group insurer must submit a certificate of authority from the Insurance Commissioner approving the group insurance plan. A self-insurer must submit a certificate from the Georgia Board of Workers' compensation stating the contractor qualifies to pay its own workers' compensation claims.

The Contractor shall require all Trade Contractors/Subcontractors performing work under this Contract to obtain an insurance certificate showing proof of Workers' compensation Coverage and shall submit a certificate on the letterhead of the Contractor in the following language:

This is to certify that all trade contractors/subcontractors performing work on this Project are covered by their own workers' compensation insurance or are covered by the Contractor's workers' compensation insurance.

- b) Employers' Liability Insurance. The Contractor shall also maintain Employer's Liability Insurance Coverage with limits of at least:

- | | | |
|-------|---------------------------------|--------------------------------|
| (i) | Bodily Injury by Accident | \$1,000,000 each accident |
| (ii) | Bodily Injury by Disease | \$1,000,000 each employee; and |
| (iii) | Bodily Injury/Disease Aggregate | \$1,000,000 each accident |

The Contractor shall require all Trade Contractors/Subcontractors performing work under this Contract to obtain an insurance certificate showing proof of Employers Liability Insurance Coverage and shall submit a certificate on the letterhead of the Contractor in the following language;

This is to certify that all trade contractors/subcontractors performing work on this Project are covered by their own Employers Liability Insurance Coverage or are covered by the Contractor's Employers Liability Insurance Coverage.

- c) Builders Risk Insurance. Contractor shall provide a Builder's Risk Policy to be made payable to the Owner and contractor, as their interests may appear. The policy amount should be equal to 100% of the Contract Sum, written on a Builder's Risk "All Risk", or its equivalent. The policy shall be endorsed as follows:

The following may occur without diminishing, changing, altering or otherwise affecting that coverage and protection afforded the insured under this policy:

- (i) Furniture and equipment may be delivered to the insured premises and installed in place ready for use; and
- (ii) Partial or complete occupancy by Owner; and
- (iii) Performance of work in connection with construction operations insured by the Owner, by agents or lessees or other Contractors of the Owner or Using Agency.

In the event that the contract is for renovation, addition or modification of an existing structure and Builders Risk Insurance is not available, the Owner will accept an Installation Floater Insurance Policy with the above endorsement in lieu of the Builders' Risk Insurance Policy. Such floater must insure loss to materials and equipment prior to acceptance by Owner and must be on an ALL RISK BASIS with the policy written on a specific job site.

- d) Commercial General Liability Insurance. The Contractor shall provide Commercial General Liability Insurance (2001 ISO Occurrence Form or equivalent) that shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The CGL policy must include separate aggregate limits per Project and shall provide at a minimum the following limits:

Coverage	Limits
1. Premises and Operations	\$1,000,000 per Occurrence
2. Products and Completed Operations	\$1,000,000 per Occurrence
3. Personal Injury	\$1,000,000 per Occurrence
4. Contractual	\$1,000,000 per Occurrence
5. General Aggregate	\$2,000,000 per Project

Additional Requirements for Commercial General Liability Insurance are as follows:

Commercial business Automobile Liability Insurance. The Contractor shall provide commercial business Automobile Liability Insurance that shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned, or hired automobile. The commercial business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 combined Single Limits for each accident.

Additional Requirements for Commercial Business Automobile Liability Insurance are as follows:

Commercial Umbrella Liability Insurance. The Contractor shall provide a commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employers' Liability to satisfy the minimum limits set forth herein. The umbrella coverage shall follow form with the Umbrella limits required as follows:

For contract Amounts Less Than \$5,000,000:	For Contract Amounts Equal to or Greater than \$5,000,000:
\$2,000,000 per Occurrence	\$2,000,000 per Occurrence
\$4,000,000 Aggregate	\$10,000,000 Aggregate

3. Additional Requirements for Commercial Policies
 - a) The policy shall name as additional Insureds the officers, members, and employees of the Owner and the Using Agency.
 - b) The policy must be on an “occurrence” basis.
4. Disposition of Insurance Documents. One original certificate of insurance with all endorsements attached must be deposited with Owner for each insurance policy required.
5. Termination of Obligation to Insure. Unless otherwise expressly provided to the contrary, the obligation to insure as provided herein shall not terminate until the Design Professional/Architect has executed the Certificate of Material Completion.
6. Failure of Insurers. The Contractor is responsible for any delay resulting from the failure of his insurance carriers to furnish proof of proper coverage in the prescribed form.
7. Additional Insured: Contractor shall add Owner and Architect as an additional insured under the commercial general and automobile policies.

II. INSTRUCTIONS TO BIDDERS

A. Definitions

Wherever the term “Owner”, “County”, or “Macon-Bibb County” occur in these specifications, it shall mean Macon-Bibb County, a political subdivision of the State of Georgia acting through the Macon-Bibb County Board of Commissioners.

Wherever the term “work” occurs in these specifications, it shall mean the work as defined herein, including, all labor, materials, equipment, transportation, and supervision necessary to complete the Contract.

B. Related Documents

1. Required Submission Documents (Attachment “A”)
2. Specifications/Diagram (Attachment “B”)

C. Bidder’s Representation

1. Each bidder, by making his bid, represents that he has:
 - a) Read and understands the bidding documents;
 - b) Visited the site and become familiar with the local conditions under which the work is to be performed.
2. Bidders shall examine the areas wherein work of this project is to be carried out and shall take into consideration all conditions that might affect his work.
 - a) Failure of the bidder to inspect firsthand the areas affected by work in this project shall not relieve him of the obligation to comply fully with the scope of the work as defined herein.

- b) No consideration will be given any claim based on lack of knowledge of existing conditions, except where the Contract Documents make definite provisions for adjustment of cost or extension of time due to existing conditions that cannot be readily ascertained.

D. Document Discrepancies

- 1. Should the bidder find discrepancies in, or omissions from the documents, he shall at once notify the Macon-Bibb County Procurement Department.
- 2. Requests for Interpretations of Drawings and Specifications shall be made in writing to the Macon-Bibb County Procurement Department no later than Friday, August 30, 2024, at 3:00 pm EST to ljhardwick@maconbibb.us
- 3. Any subsequent instructions to bidders will be issued in the form of addenda to the specifications and sent to the bidder. All addenda shall be enumerated in the Bid Form.
- 4. All definitions set forth in the specifications are applicable to this Instruction to Bidders, the Bid Form and the proposed Contract Documents including, but not limited to, drawings, project manual, and any addenda issued prior to receipt of bids.
 - a) Addenda are written or graphic instruments issued prior to the execution of the Contract that may modify or interpret the bidding documents by deletion, additions, clarifications or corrections.
 - b) Addenda will become part of the Contract Documents when the Contract is executed.

E. Submittals

- 1. In order for bids to be considered, the complete bid document package shall be submitted including each of the following completed documents.
 - a) Bid Form (included in this bid document)
 - b) Attachment "A" Required Submission Documents
 - c) Bidder Information Form
 - d) Bidder's Qualification Form
 - e) List of Sub-Contractors
 - f) Minority Participation Goal
 - g) Financial & Legal Stability Statement
 - h) Insurability Statement
 - i) E-Verify Affidavit
 - j) Bid Bond, cashier's check, or certified check in amount of 5% of the total base bid (acquired separately)

F. Reservations

- 1. The bidder acknowledges that Macon-Bibb County reserves full freedom (in addition to the right to reject any and all bids) in awarding bids to consider all available factors including, but not limited to, price, the provision of needed and unneeded features, usefulness to the using department and prior County experience. In addition, the bidder recognizes the right of the Owner to reject a bid if the bidder failed to furnish any required submittals on the date required by the bidding documents, or if the bid is in any way incomplete or irregular. Hence the County may award bids to other than the lowest bidder if in the judgment of the Board of Commissioners the interest of the County will be best served by award to another.

2. Macon-Bibb County reserves the right to adjust the project scope as necessary to meet the budget. Upon determination of the “Apparent Lowest Qualified Bidder”, and if the lowest Lump Sum quote is above the intended budget, the Owner shall meet with said Apparent Lowest Qualified Bidder to adjust the project scope as necessary to meet the prescribed budget. This exercise is intended to reduce the total lump sum by deleting items from the Construction Bid Items Schedules until the budget is met without having to re-bid the project.

G. Surety and Insurance Companies

1. The Contract provides that the surety and insurance companies must be acceptable to the Owner. The bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.

III. SPECIAL CONDITIONS

A. General

1. All work to be performed as part of this specification shall comply with all codes, ordinances and regulations applicable to the contract, including, but not limited to:
 - a) International Building Code
 - b) State and Local Building Code
 - c) Georgia Department of Transportation (D.O.T.)
 - d) Occupational Safety and Health Administration (OSHA)
 - e) Other Federal, State, or Local Codes
2. Please note any Americans with Disabilities (ADA) requirements, including inclusion of ramps where necessary for access, must be met.

B. Permits and Licenses

1. Contractor shall obtain all permits and licenses, paying all fees as required, for execution of the Contract. In addition, the Contractor shall arrange for necessary inspections required by the City, County, State and other authorities having jurisdiction, and submit certificates of approval to the Owner or his designated representative.

C. Layout of Work

The Contractor shall verify all existing conditions and contiguous work and lay out his work there from, providing for himself all other necessary measurements, lines and levels, and shall assume the responsibility for the correctness of the layout of the work.

D. Work Area

1. The Contractor shall confine his operations to as small an area as possible, using only the areas designated for on-site storage.
2. The Contractor shall protect all surrounding adjoining private and public property, taking every precaution to prevent damage or injury to trees, shrubs, curbs, sidewalks, driveways and fences along or adjacent to the work. Should damage occur, the Contractor shall restore, at his expense, any such property damage or injuries by his operations to a

condition equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed by, and to the satisfaction of the Owner.

3. In case of failure on the part of the Contractor to restore such property, or make good such damages or injury, the Owner may, after forty-eight (48) hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any monies due or which may become due the contractor under this contract.

E. Underground Utilities

The Contractor shall verify all underground utilities and their locations prior to commencing any work under this contract. Damages to underground utilities, and costs to repair same, shall be the responsibility of the Contractor.

F. Traffic Control

1. It shall be the responsibility of the Contractor to maintain traffic by utilizing adequate construction signs and flagmen at all times.
2. The Contractor shall furnish, install, maintain and eventually remove all traffic control devices necessary to properly protect and divert traffic. Such barricades and detour signs shall be illuminated at night.
3. All costs associated with traffic control shall be the responsibility of the Contractor.
4. The Contractor shall assume all responsibility for damages resulting from the failure of the signs and/or barricades to properly protect the work from traffic.

G. Vandalism

The Contractor shall take every precaution not to leave equipment and materials where they can be reached and used for defacing new or existing work at any time.

H. Material Disposal

The Contractor shall allow no trash, dirt, stumps, tree trunks, or excess material to accumulate and shall be responsible for removing same from the premises.

1. Such items shall be disposed of off the premises.
2. Burning of material on the site will not be permitted.
3. All costs of removing trash shall be the responsibility of the Contractor.
4. Place and method of disposal shall be the responsibility of the Contractor.

I. Extension of Time

In the event the work under this project is delayed by neglect, delay, or default of any other Contractor or the Owner, or by any damage which is the result of an Act of God, or by a general strike of the employees, the Contractor shall have reason to claim for delay and request an extension of time to complete the contract.

J. Liquidated Damages

1. Liquidated damages in the amount of **\$100** damages shall be charged to the contractor for each day that the project is delayed beyond the completion date of the contract. These charges are to defray the cost of inspection by Macon-Bibb employees assigned to the project.

K. Inspection

1. Inspectors may be appointed to inspect all materials used and all work performed. Such inspection may extend to all or any part of the work and to the preparation of manufacture of the materials to be used. The inspectors will not be authorized to revoke, alter, enlarge or relax the provisions of this specification, nor will they be authorized to approve or accept any portion of the completed work or to issue instruction contrary to the plans and specifications. The inspector shall have authority to reject defective material and to suspend work that is being improperly done, subject to the final decision of the Inspector.
2. It is mutually agreed between the parties to the Contract that to prevent all disputes and misunderstandings between them in relation to any of the provisions contained in these specifications, or their performance by either of said parties, the Owner shall serve as the referee to decide all matters of construction of the specifications and of the terms of the contract, and as to all matters arising or growing out of said Contract and his decision shall be final and binding upon both parties.
3. The Owner and his inspectors shall have free access to all parts of the work, and to all material intended for use in the work. The work will be inspected as it progresses, but failure to reject or condemn defective work at the time it is done will in no way prevent its rejection whenever it is discovered before the work is finally accepted and approved, nor will final acceptance and approval constitute waiver by the County of any right of action for defective work or the failure to perform the Contract according to its terms.

IV. EXECUTION

A. General

1. It is the intent of this specification to provide renovations for Riverview, for the Macon-Bibb County, Macon, Georgia.

B. Specifications

1. **The Contractor shall provide all services as outlined in Attachment "B."**

C. Schedule

1. The Contractor shall commence work within 10 calendar days following issuance of notice to proceed, shall execute the work diligently, and shall complete all work requirements within 135 calendar days following the Notice to Proceed. This time includes weather delays of 3 workdays. This time shall include all clean up, demobilization, and other work necessary to return the project area to its final state.

V. WARRANTY

- A. The Contractor shall guarantee all labor and workmanship for minimum of one (1) year from date of completion.

BID FORM

Macon-Bibb County Government
Macon-Bibb County, Procurement Dept.
700 Poplar Street, Suite 308
Macon, Georgia 31201

DATE: _____

Re: **25-007-LH Lake Tobesofkee Campground Renovations**
Macon-Bibb County
Bibb County, Georgia

Dear Ms. Hardwick:

1. We have examined the Specifications, related documents and the site of the proposed Work, and are familiar with all the conditions surrounding this project, including the availability of materials and labor, and hereby bid to furnish all materials and labor, and to complete the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under these Specifications, of which this bid is part.
2. ADDENDUM RECEIPT:
 - a. We acknowledge our responsibility to ensure that all addenda have been received prior to the submission of a bid.
 - b. Bidder acknowledges receipt of the following addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____
3. We agree to commence actual physical work on site, with an adequate force and equipment within the timeframe presented in the specifications and to complete fully all work within the stated timeframe following notice to proceed.
4. We agree that this bid may not be revoked or withdrawn after the time set for the opening of bids and shall remain open for acceptance for a period of ninety (90) days following such time.
5. In case of written notification by mail, telegraph, or delivery of the acceptance of this bid within ninety (90) days after the time set for the opening of bids, the undersigned agrees to execute within ten (10) days a Contract for the Work for the below stated compensation and at the same time to furnish and deliver to the Owner a Performance Bond and a Payment Bond, both in an amount equal to one hundred percent (100%) of the Contract Sum.
6. Enclosed herewith is a Bid Bond in the amount of five percent (5%) of the total base bid. We agree that the above stated amount is the proper measure of liquidated damages that the Owner will sustain by the failure of the undersigned to execute the Contract and to furnish the Performance Bond and the Payment Bond.
7. If this bid is accepted within ninety (90) days after the date set for the opening of bids and we fail to execute the Contract within ten (10) days after written notice of such acceptance or if we fail to furnish both a Performance Bond and a Payment Bond, the obligation of the bond will remain in full force and affect and the money payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure; otherwise, the obligation of the bond will be null and void.

8. We hereby certify that we have not, nor has any member of the firm(s) or corporation(s), either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.
9. We understand the total bid price listed below to be inclusive of all materials, labor, equipment, and other provisions necessary to provide the services in accordance with the associated specification.

Bid Price Form

For

25-007-LH Lake Tobesofkee Campground Renovations

Total Bid Price	\$ _____
Timeline for Project	_____ Calendar Days

I certify that my bid meets these minimum specifications. This bid shall be valid and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Printed Name: _____

Authorized Signature: _____ **Date:** _____

Company Name: _____

Attachment “A”
Required Submission Documents

Macon-Bibb County
Summary of Attachment “A” Required Documents

- Bidder Qualification Form
- List of Sub-Contractors
- Bidder Minority Participation Goal
- Financial & Legal Stability Statement
- Insurability Statement
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Non-Collusion Affidavit

Instructions and additional information regarding the three forms below can be found on our website under the Procurement Department Documents tab if needed.

- Macon-Bibb County Vendor Application
- Form W-9
- E-Verify Affidavit

Attachment "A"
Required Submission Documents

BIDDER QUALIFICATION FORM

Company Name: _____

Address: _____

When Organized: _____ Where Incorporated: _____

How many years have you engaged in business under the present firm name? _____

Credit available for this contract? _____

Contracts now in hand? _____

Has bidder ever refused to execute a contract at the original bid amount? _____

Has bidder ever been declared in default on a contract? _____

Comments: _____

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

References

Following is a reference list of contracts that are similar to this project:

NAME OF PROJECT/DATE	LOCATION	CONTACT	PHONE #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 201____

My Commission Expires: _____

Notary Public

[NOTARY SEAL]

Attachment “A”

Required Submission Documents

LIST OF SUB-CONTRACTORS

I do ☐, do not ☐, propose to sub-contract some of the work on this project. I propose to sub-contract work to the following contractors.

NAME/ADDRESS

TYPE OF WORK

% of Contract

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Contractor Name

Attachment “A”

Required Submission Documents

BIDDER MINORITY PARTICIPATION GOAL

(Attach additional pages if required.)

I do ☐, do not ☐, propose to employ the minority sub-contractors as listed below on some of the work on this project.

NAME/ADDRESS

TYPE OF WORK

% of Contract

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Contractor Name

Attachment "A"
Required Submission Documents

FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

☐ Firm has the financial capability to undertake the work and assume the liability required if awarded this solicitation.

☐ Firm has the legal capability to undertake the work and assume the responsibilities required if awarded this solicitation.

Pending litigations (if any) will not affect the firm's ability to perform on this contract, if awarded.

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

_____ DAY OF _____, 201____ My Commission Expires: _____

_____ [NOTARY SEAL]

Notary Public

Attachment "A"
Required Submission Documents

INSURABILITY STATEMENT

Please check appropriate item(s):

☐ By submission of this form, this firm confirms the ability to acquire and maintain the required levels of insurance as outlined in the bid document. It is the understanding of this firm that proof of Insurance must be provided prior to contract execution and maintained throughout the entire term of the contract.

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

_____ DAY OF _____, 201_____ My Commission Expires: _____

[NOTARY SEAL]

Notary Public

Attachment "A"
Required Submission Documents



**Macon-Bibb County
Procurement Department
700 Poplar Street, Suite 308
Macon, Georgia 31202-0247
Tel: (478) 803-0550 • Fax: (478) 751-7252
www.maconbibb.us**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier, transactions, proposals, contracts, and subcontracts. Where the Bidder/offeror or any lower tier participant is unable to certify to this statement, it shall attach an explanation of this solicitation/proposal.

Dated at this _____ day of _____, 2019.

Signature of Contractor: _____

Title: _____

For Macon Bibb County Personnel Only:

Macon Bibb County Procurement Department will verify that the above bidder/offer certifies, by submission of this Proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency.

Signature of Procurement Officer _____ Date _____

Printed Name _____

Attachment "A"
Required Submission Documents

NON COLLUSION AFFIDAVIT

Date:	
Project:	Bibb County, Georgia
Project #:	
Project Description:	
Services Provided:	General Contracting
State of:	Georgia
County of:	Bibb

I, _____ having first been duly sworn, deposes and states as follows:

I am the party making the foregoing Proposal or Bid; that such Proposal or Bid is genuine and not collusive or sham; that said Proposer or Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or Bidder or person, to put in a sham Proposal or Bid, or that such other person refrain from proposing or bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Proposal Fee or Bid Price of affiant or any other Proposer or Bidder, or to fix any overhead, profit or cost element of said Proposal Fee or Bid Price, or that of any other Proposer or Bidder, or to secure any advantage against Bibb County, Georgia or any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Proposer or Bidder has not directly or indirectly submitted this Proposal or Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Contractor:

(Signature)

(Seal)



Attachment "A"
Required Submission Documents

MACON-BIBB COUNTY
Vendor Application

Date Submitted: _____

☐

New Application

☐

Revised Application

RETURN THIS COMPLETED FORM TO:

Macon-Bibb County Procurement Department
700 Poplar Street, Ste. 308
Macon, GA 31201

Phone: 478-803-0550
Fax: 478-751-7252
Email: procurement@maconbibb.us

GENERAL VENDOR INFORMATION

Company Name:

Company Address:

Authorized By (Name):

Title:

Authorized Signature:

Date:

Telephone Number:

Fax Number:

Email Address:

REMITTANCE INFORMATION (where payments should be sent)

Remit to Name:

Remit to Address:

Phone:

Fax:

Toll Free:

Contact:

Email:

Business Type (choose one):

☐

Individual/Sole Proprietor

☐

Single member LLC

☐

Business - incorporated

☐

Business - not incorporated/partnership

☐

LLC: C S P (circle one)

☐

Other (Specify):

Social Security #:

Federal Tax ID #:

PURCHASE ORDER INFORMATION (where purchase orders should be sent)

Purchase Order Name:

Purchase Order Address:

Phone:

Fax:

Toll Free:

Contact:

Email:

Payment Terms: Discount %

Days

Net Due

Freight Terms: Ship Via

FOB

E-Verify Information

Private Employer Affidavit is attached :

With E-Verify # _____ With E-Verify exemption selected _____

Contractor Affidavit is attached: (additional affidavit, if applicable)

With E-Verify # _____ Without E-Verify # but a copy of my driver's license is attached since

I have no employees and no intent to hire employees _____

MBE/DBE/WBE STATUS (Select at least one)

Minority Owned (African American, Hispanic, Native American, Asian American) circle one _____

Woman Owned _____ Disabled _____ Veteran _____ Not Applicable _____

Do you maintain a local office in Macon-Bibb County?

Yes _____

No _____

Attachment "A"

Required Submission Documents

Request for Taxpayer Identification Number and Certification

Form

W-9

(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
-----------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Attachment "A"
Required Submission Documents

E-VERIFY AND PRIVATE EMPLOYER AFFIDAVIT

Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit, the undersigned private employer verifies one of the following with respect to its application for an occupational tax certificate, alcohol license, or other document required to operate a business as referenced in O.C.G.A. § 36-60-6(d):

Business Name: _____

SECTION 1 (Choose ONE of the following)

- (A) ☐ On January 1 of the below-signed year, the individual, firm, or corporation employed **ten (10) or less employees.** (Proceed to Section 3)
- (B) ☐ On January 1 of the below-signed year, the individual, firm, or corporation employed **more than ten (10) employees** and has registered with the E-Verify program. (Proceed to Section 2)

SECTION 2

The employer has registered with and utilizes the Federal Work Authorization program commonly known as E-Verify, in accordance with the applicable provisions and deadlines established in O.C.G.A. §36-60-6. The undersigned private employer also attests that its E-Verify number and date of authorization are as follows:

E-Verify Number: _____

Date of Authorization: _____ **(Proceed to Section 3)**

SECTION 3

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

Executed on _____, _____, 20____ in _____ (city), _____ (state)

Printed Name of Authorized Officer or Agent: _____

Title of Authorized Officer or Agent: _____

Signature of Authorized Officer or Agent: _____

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20____

NOTARY PUBLIC

My Commission Expires: _____

CAMPGROUND RENOVATIONS AT LAKE TOBESOFKEE FOR MACON-BIBB COUNTY

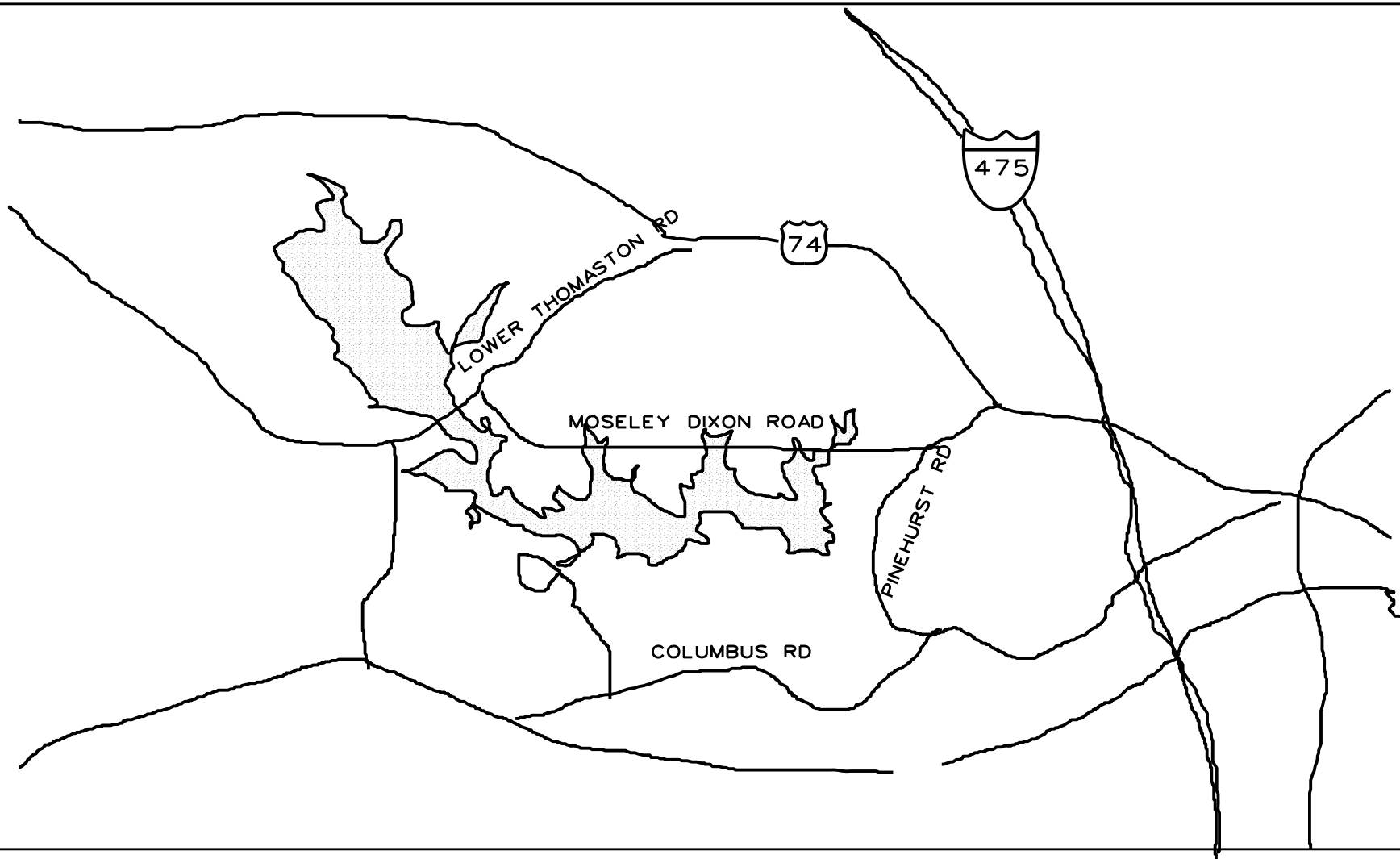
MOSELY DIXON ROAD MACON, GEORGIA

PROJECT DESCRIPTION

PROJECT CONSISTS OF THE FOLLOWING:
REMOVING MAJORITY OF ASPHALT CAMPER PARKING SITES AND REPLACING WITH CONC PADS, REPLACING EXISTING ELECTRICAL BOXES WITH NEW BOXES, REPLACING IN GROUND WATER CONNECTIONS WITH ABOVE GROUND WATER CONNECTIONS, REMOVING LANDSCAPE TIMBERS AND GRAVEL AT PICNIC AREAS AND REPLACING WITH NEW TIMBER AND GRAVEL, ADDING NEW BOAT SLIPS.

GENERAL NOTES

VICINITY MAP



INDEX TO DRAWINGS

SHEET
NUMBER
CS
CG.1
CG.2
A2.1

SHEET NAME
COVER SHEET
ARROWHEAD CAMPGROUND SITE PLAN
CLAYSTONE CAMPGROUND SITE PLAN
DOCK PLANS & DETAILS



DUNWODY/BEELAND,
architects, inc.

Macon
300 Mulberry Street, Suite 604
Macon, Georgia 31201
T 478.742.5321
F 478.743.0863
Web:
www.DunwodyBeeland.com

Dunwody/Beeland, Architects, Inc.
This drawing may be utilized only for the purpose of constructing or installing the work shown thereon at the site of the work specified. Any other use of this drawing, including without limitation any reproduction or alteration of this drawing, without prior written approval of Dunwody/Beeland, Architects, Inc. is prohibited.

CAMPGROUND RENOVATIONS AT
LAKE TOBESOFKEE
FOR MACON-BIBB COUNTY

MOSLEY DIXON ROAD MACON, GEORGIA

Revisions:	

Sheet Title:
COVER SHEET

Project #: 2231B Date: 4/16/24

CS

DESCRIPTION OF WORK AT CAMPITES:

BASE BID-

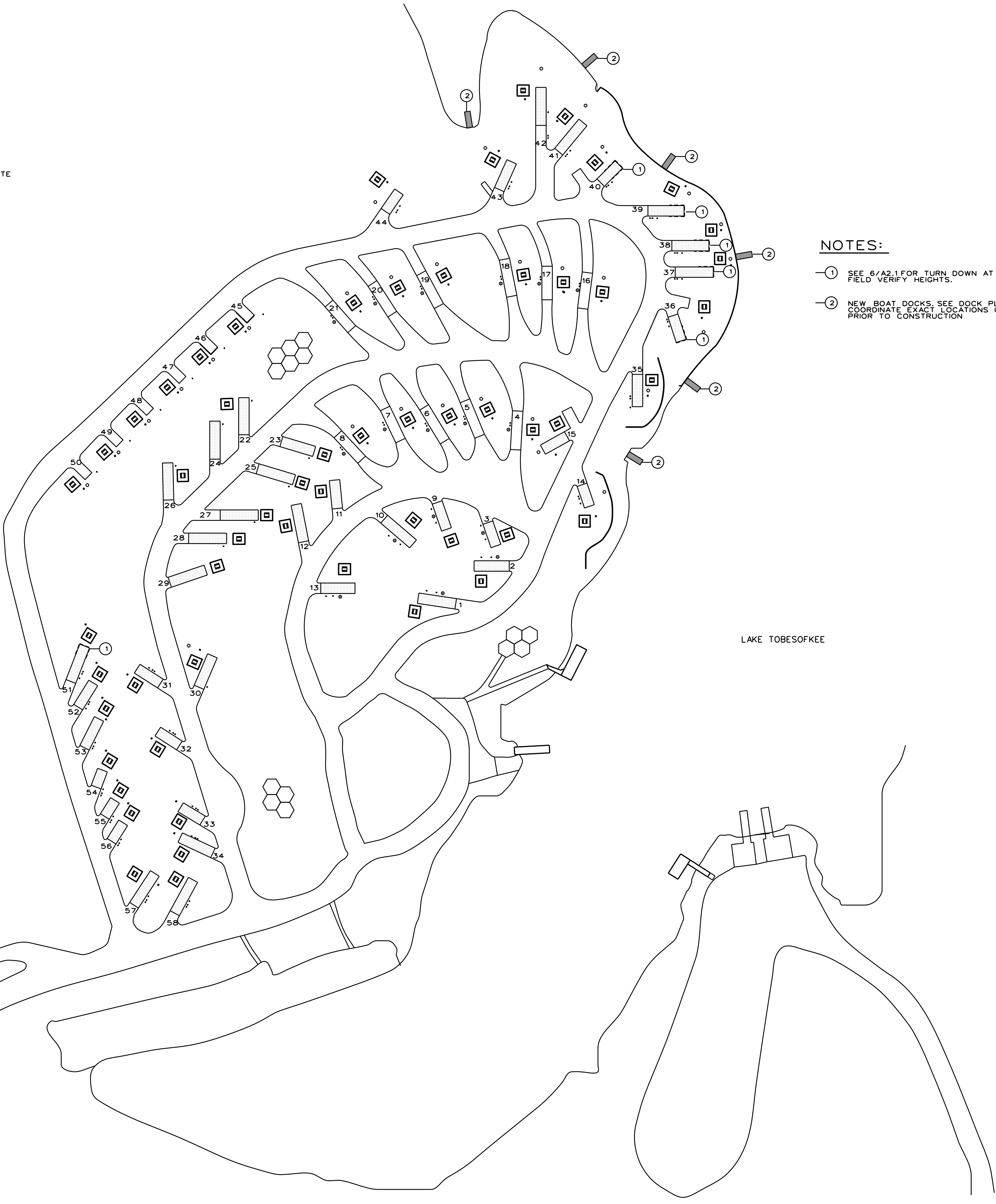
- EACH CAMPSITE TO HAVE THE FOLLOWING WORK UNLESS NOTED OTHERWISE:
- AT PICNIC TABLE AREAS:
 - REMOVE EXIST LANDSCAPE TIMBERS AND REPLACE WITH NEW 6x6 LANDSCAPE TIMBERS. SEE DETAIL 9/A2.1 AND 10/A2.1.
 - REMOVE EXISTING GRAVEL. PROVIDE NEW GRAVEL AS REQUIRED TO LEVEL WITH NEW LANDSCAPE TIMBERS. MAINTAIN MIN 1" DEPTH
 - REMOVE AND REPLACE EXISTING ELECTRICAL BOXES, SEE 8/A2.1
 - REPLACE EXISTING IN GROUND WATER CONNECTIONS W/ NEW ABOVE GROUND WATER CONNECTIONS. SEE 7/A2.1
 - AT CAMPSITES INDICATED FOR NEW PADS, REMOVE EXISTING ASPHALT PAVING AND INSTALL NEW CONCRETE PADS. SEE NEW PAD DETAILS SHEET A2.1. SEE CAMPSITE SCHEDULE FOR NEW CONCRETE PAD SIZES AND ADDITIONAL INFORMATION

ADDITIVE ALTERNATE-

- REMOVE EXISTING TABLE TOPS AND SEATS. REPLACE WITH NEW TOPS AND SEATS. TO MATCH EXIST BEST AS POSSIBLE. (SUPERIOR RECREATION PRODUCTS OR EQUAL) PAINT EXIST STEEL FRAMES

CAMPSITE SCHEDULE				
SITE #	NEW CONC PAD SIZE	NEW POWER	NEW WATER	PICNIC TABLE TIMBERS/ GRAVEL
1	11' x 40'	YES	YES	YES
2	11' x 37'	YES	YES	YES
3	11' x 26'	YES	YES	YES
4	EXISTING CONC TO REMAIN	YES	YES	YES
5	EXISTING CONC TO REMAIN	YES	YES	YES
6	EXISTING CONC TO REMAIN	YES	YES	YES
7	EXISTING CONC TO REMAIN	YES	YES	YES
8	EXISTING CONC TO REMAIN	YES	YES	YES
9	11' x 30'	YES	YES	YES
10	11' x 40'	YES	YES	YES
11	11' x 30'	YES	YES	YES
12	11' x 40'	YES	YES	YES
13	11' x 36'	YES	YES	YES
14	11' x 24'	YES	YES	YES
15	11' x 29'	YES	YES	YES
16	EXISTING CONC TO REMAIN	YES	YES	YES
17	EXISTING CONC TO REMAIN	YES	YES	YES
18	EXISTING CONC TO REMAIN	YES	YES	YES
19	EXISTING CONC TO REMAIN	YES	YES	YES
20	EXISTING CONC TO REMAIN	YES	YES	YES
21	EXISTING CONC TO REMAIN	YES	YES	YES
22	11' x 39'	YES	YES	YES
23	11' x 36'	YES	YES	YES
24	11' x 40'	YES	YES	YES
25	11' x 40'	YES	YES	YES
26	11' x 39'	YES	YES	YES
27	11' x 40'	YES	YES	YES
28	11' x 40'	YES	YES	YES
29	11' x 40'	YES	YES	YES
30	11' x 36'	YES	YES	YES
31	11' x 29'	YES	YES	YES
32	11' x 27'	YES	YES	YES
33	11' x 27'	YES	YES	YES
34	11' x 38'	YES	YES	YES
35	11' x 34'	YES	YES	YES
36	11' x 28'	YES	YES	YES
37	11' x 40'	YES	YES	YES
38	11' x 39'	YES	YES	YES
39	11' x 38'	YES	YES	YES
40	11' x 27'	YES	YES	YES
41	11' x 40'	YES	YES	YES
42	40'	YES	YES	YES
43	11' x 32'	YES	YES	YES
44	11' x 25'	YES	YES	YES
45	EXIST ASPHALT TO REMAIN	NO	NO	YES
46	EXIST ASPHALT TO REMAIN	NO	NO	YES
47	EXIST ASPHALT TO REMAIN	NO	NO	YES
48	EXIST ASPHALT TO REMAIN	NO	NO	YES
49	EXIST ASPHALT TO REMAIN	NO	NO	YES
50	EXIST ASPHALT TO REMAIN	NO	NO	YES
51	11' x 40'	YES	YES	YES
52	11' x 30'	YES	YES	YES
53	11' x 34'	YES	YES	YES
54	11' x 19'	YES	YES	YES
55	11' x 20'	YES	YES	YES
56	11' x 23'	YES	YES	YES
57	11' x 40'	YES	YES	YES
58	11' x 40'	YES	YES	YES

ALL PAD SIZES ABOVE SHOULD BE FIELD VERIFIED



NOTES:

- SEE 6/A2.1 FOR TURN DOWN AT ELEVATED SLAB EDGES. FIELD VERIFY HEIGHTS.
- NEW BOAT DOCKS. SEE DOCK PLAN 2/A2.1. COORDINATE EXACT LOCATIONS IN FIELD WITH ARCHITECT PRIOR TO CONSTRUCTION



ARROWHEAD CAMPGROUND SITE PLAN

SCALE: 1" = 60'



DUNWODY/BEELEND,
architects, inc.

MAISON
300 Mulberry Street, Suite 604
Macon, Georgia 31201
T 478.742.5321
F 478.742.0863
www.DunwodyBeeland.com

Dunwody/Beeland, Architects, Inc.
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**CAMPGROUND RENOVATIONS AT
LAKE TOBESOFKEE
FOR MACON-BIBB COUNTY**

MOSLEY DIXON ROAD MACON, GEORGIA

Revisions:	

Sheet Title:
OVERALL SITE
LOCATION PLAN

Project #: 2231B Date: 4/16/24

CG.1

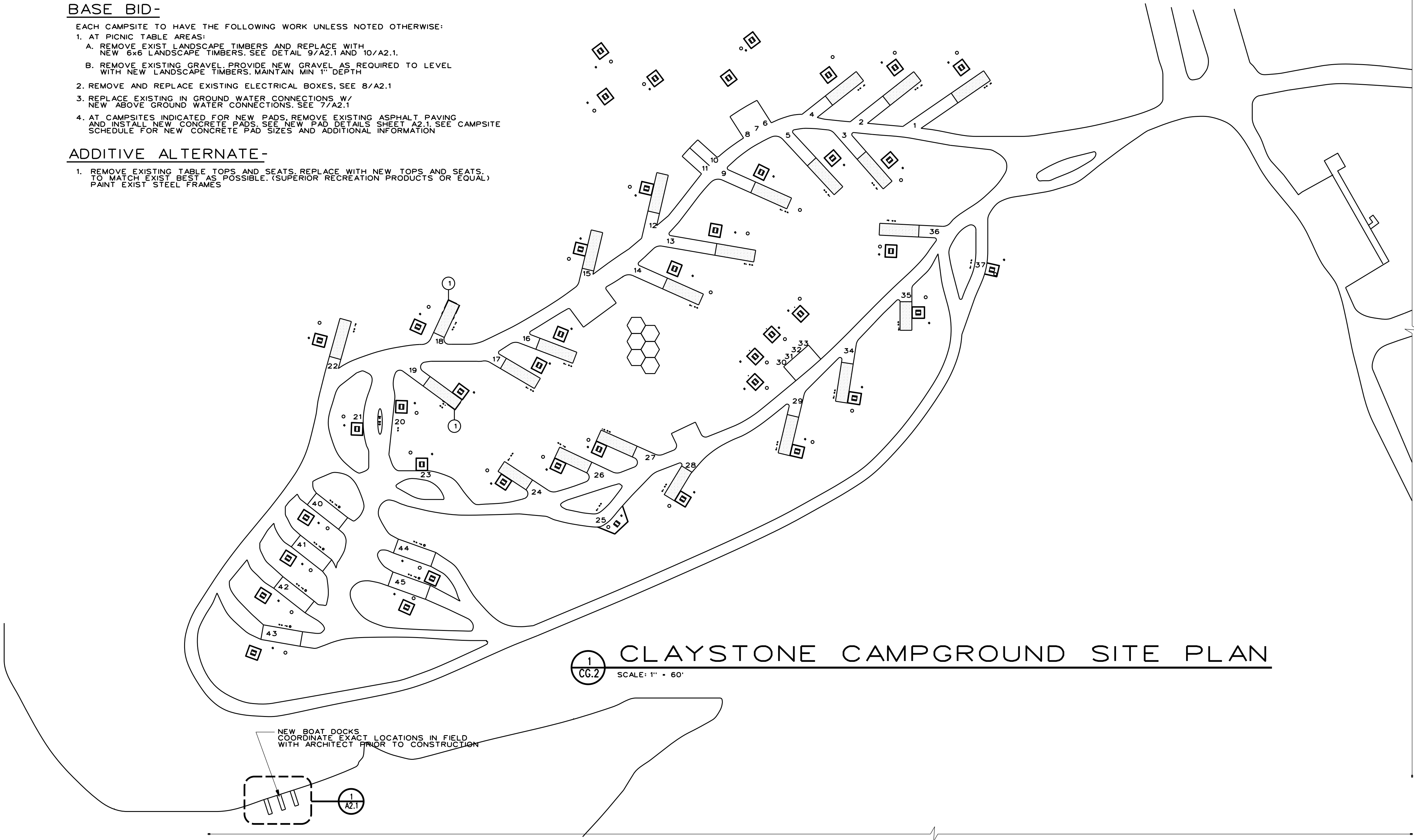
DESCRIPTION OF WORK AT CAMPTITES:

BASE BID-

- EACH CAMPSITE TO HAVE THE FOLLOWING WORK UNLESS NOTED OTHERWISE:
- AT PICNIC TABLE AREAS:
 - REMOVE EXIST LANDSCAPE TIMBERS AND REPLACE WITH NEW 6x6 LANDSCAPE TIMBERS. SEE DETAIL 9/A2.1 AND 10/A2.1.
 - REMOVE EXISTING GRAVEL. PROVIDE NEW GRAVEL AS REQUIRED TO LEVEL WITH NEW LANDSCAPE TIMBERS. MAINTAIN MIN 1" DEPTH
 - REMOVE AND REPLACE EXISTING ELECTRICAL BOXES. SEE 8/A2.1
 - REPLACE EXISTING IN GROUND WATER CONNECTIONS W/ NEW ABOVE GROUND WATER CONNECTIONS. SEE 7/A2.1
 - AT CAMPSITES INDICATED FOR NEW PADS. REMOVE EXISTING ASPHALT PAVING AND INSTALL NEW CONCRETE PADS. SEE NEW PAD DETAILS SHEET A2.1. SEE CAMPSITE SCHEDULE FOR NEW CONCRETE PAD SIZES AND ADDITIONAL INFORMATION

ADDITIVE ALTERNATE-

- REMOVE EXISTING TABLE TOPS AND SEATS. REPLACE WITH NEW TOPS AND SEATS. TO MATCH EXIST BEST AS POSSIBLE. (SUPERIOR RECREATION PRODUCTS OR EQUAL) PAINT EXIST STEEL FRAMES



CAMPSITE SCHEDULE				
SITE #	NEW CONC PAD SIZE	NEW POWER	NEW WATER	PICNIC TABLE TIMBERS/ GRAVEL
1	12' x 40'	YES	YES	YES
2	12' x 40'	YES	YES	YES
3	12' x 40'	YES	YES	YES
4	12' x 40'	YES	YES	YES
5	12' x 40'	YES	YES	YES
6	EXIST ASPHALT TO REMAIN	NO	NO	YES
7	EXIST ASPHALT TO REMAIN	NO	NO	YES
8	EXIST ASPHALT TO REMAIN	NO	NO	YES
9	12' x 40'	YES	YES	YES
10	EXIST ASPHALT TO REMAIN	NO	NO	YES
11	EXIST ASPHALT TO REMAIN	NO	NO	YES
12	12' x 40'	YES	YES	YES
13	12' x 40'	YES	YES	YES
14	12' x 40'	YES	YES	YES
15	12' x 40'	YES	YES	YES
16	12' x 40'	YES	YES	YES
17	12' x 40'	YES	YES	YES
18	12' x 36'	YES	YES	YES
19	12' x 40'	YES	YES	YES
20	EXIST ASPHALT TO REMAIN	YES	YES	YES
21	EXIST ASPHALT TO REMAIN	YES	YES	YES
22	12' x 40'	YES	YES	YES
23	EXIST ASPHALT TO REMAIN	YES	YES	YES
24	12' x 34'	YES	YES	YES
25	EXIST ASPHALT TO REMAIN	YES	YES	YES
26	12' x 36'	YES	YES	YES
27	12' x 40'	YES	YES	YES
28	12' x 34'	YES	YES	YES
29	12' x 40'	YES	YES	YES
30	EXIST ASPHALT TO REMAIN	NO	NO	YES
31	EXIST ASPHALT TO REMAIN	NO	NO	YES
32	EXIST ASPHALT TO REMAIN	NO	NO	YES
33	EXIST ASPHALT TO REMAIN	NO	NO	YES
34	12' x 40'	YES	YES	YES
35	12' x 29'	YES	YES	YES
36	12' x 40'	YES	YES	YES
37	EXIST ASPHALT TO REMAIN	YES	YES	YES
38-39	NOT USED	YES	YES	YES
40	EXIST CONC SLAB	YES	YES	NO
41	EXIST CONC SLAB	YES	YES	NO
42	EXIST CONC SLAB	YES	YES	NO
43	EXIST CONC SLAB	YES	YES	NO
44	EXIST CONC SLAB	YES	YES	NO
45	EXIST CONC SLAB	YES	YES	NO

ALL PAD SIZES ABOVE SHOULD BE FIELD VERIFIED

NOTES:

- ① SEE 6/A2.1 FOR TURN DOWN AT ELEVATED SLAB EDGES. FIELD VERIFY HEIGHTS.



DUNWODY/BEE LAND,
architects, inc.

Maced
300 Mulberry Street, Suite 604
Macon, Georgia 31201
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CAMPGROUND RENOVATIONS AT
LAKE TOBESOFKEE
FOR MACON-BIBB COUNTY

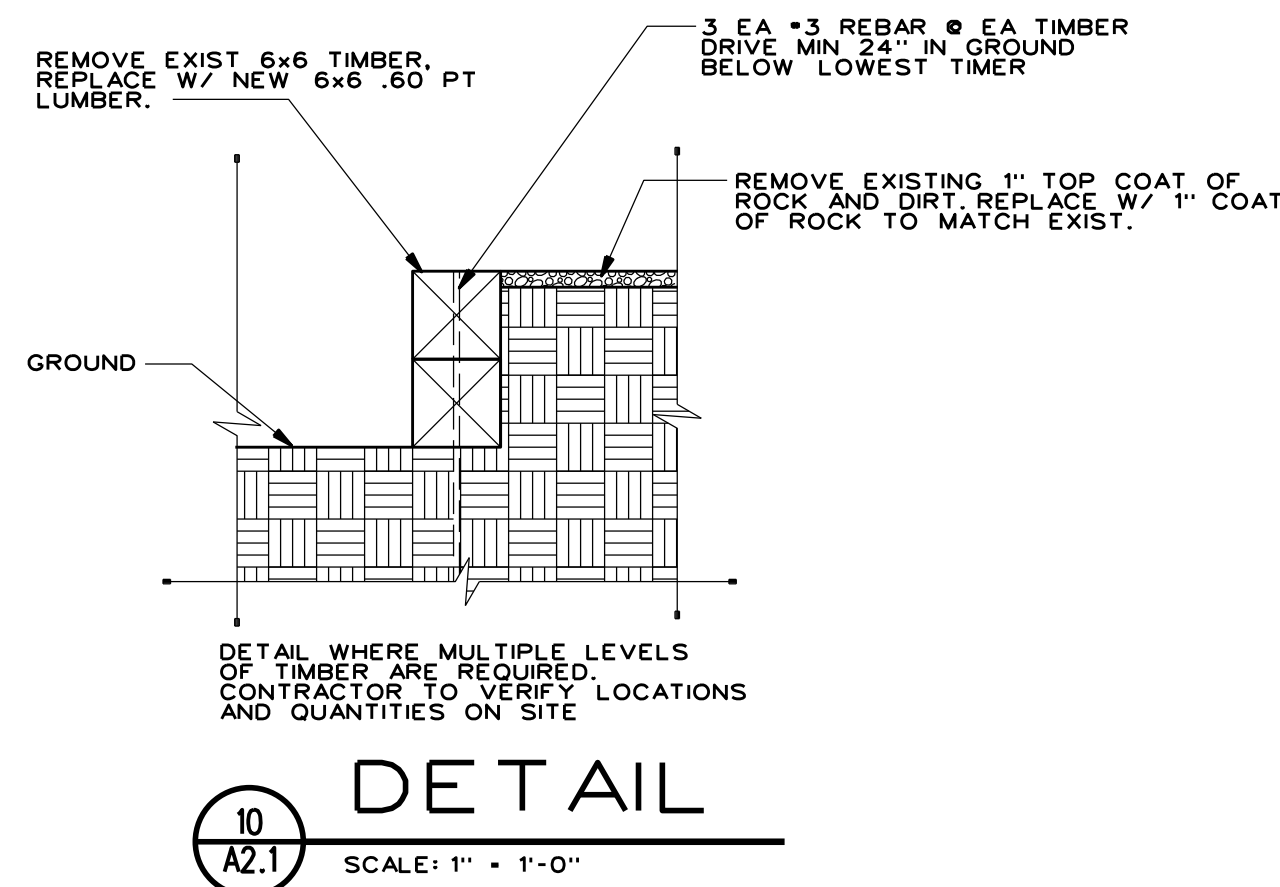
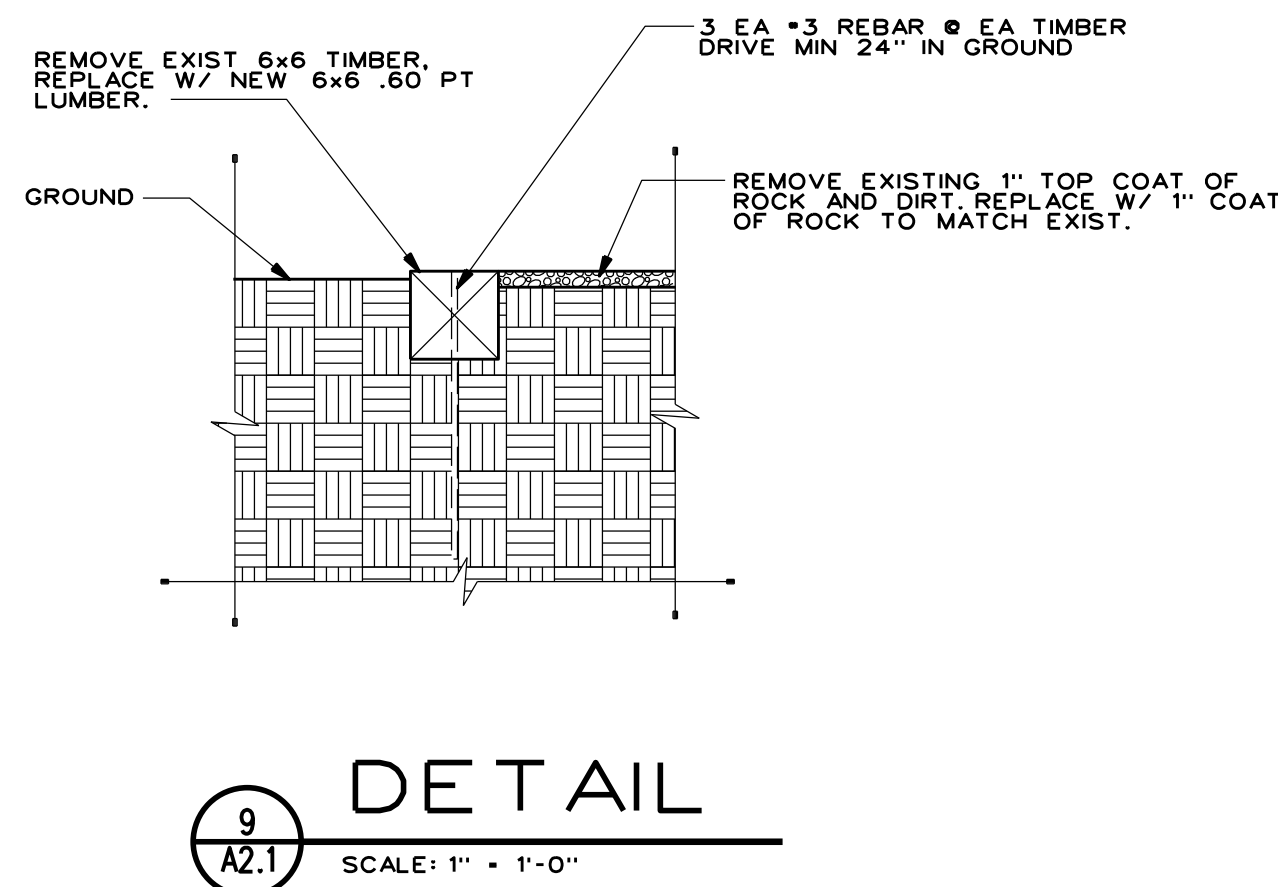
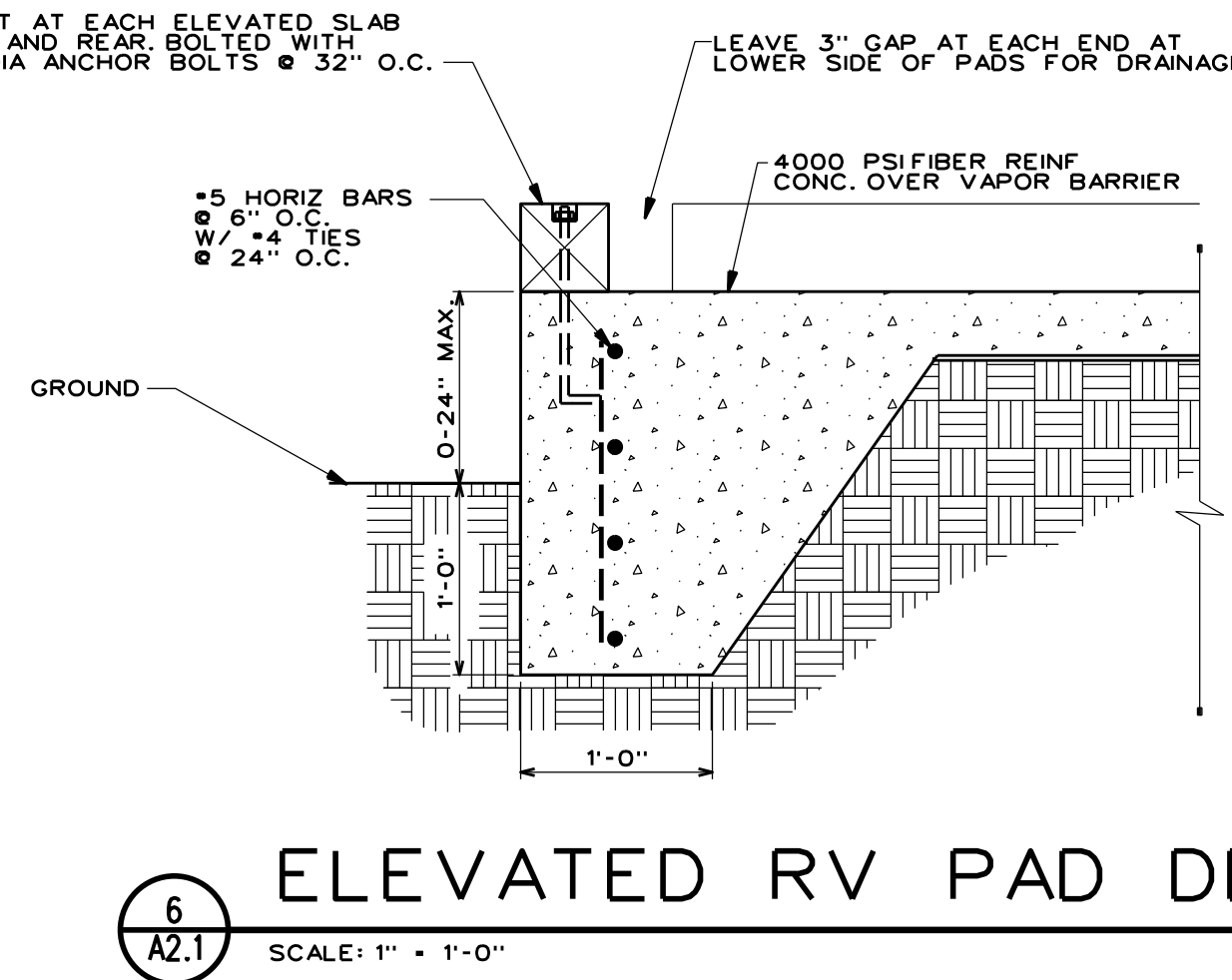
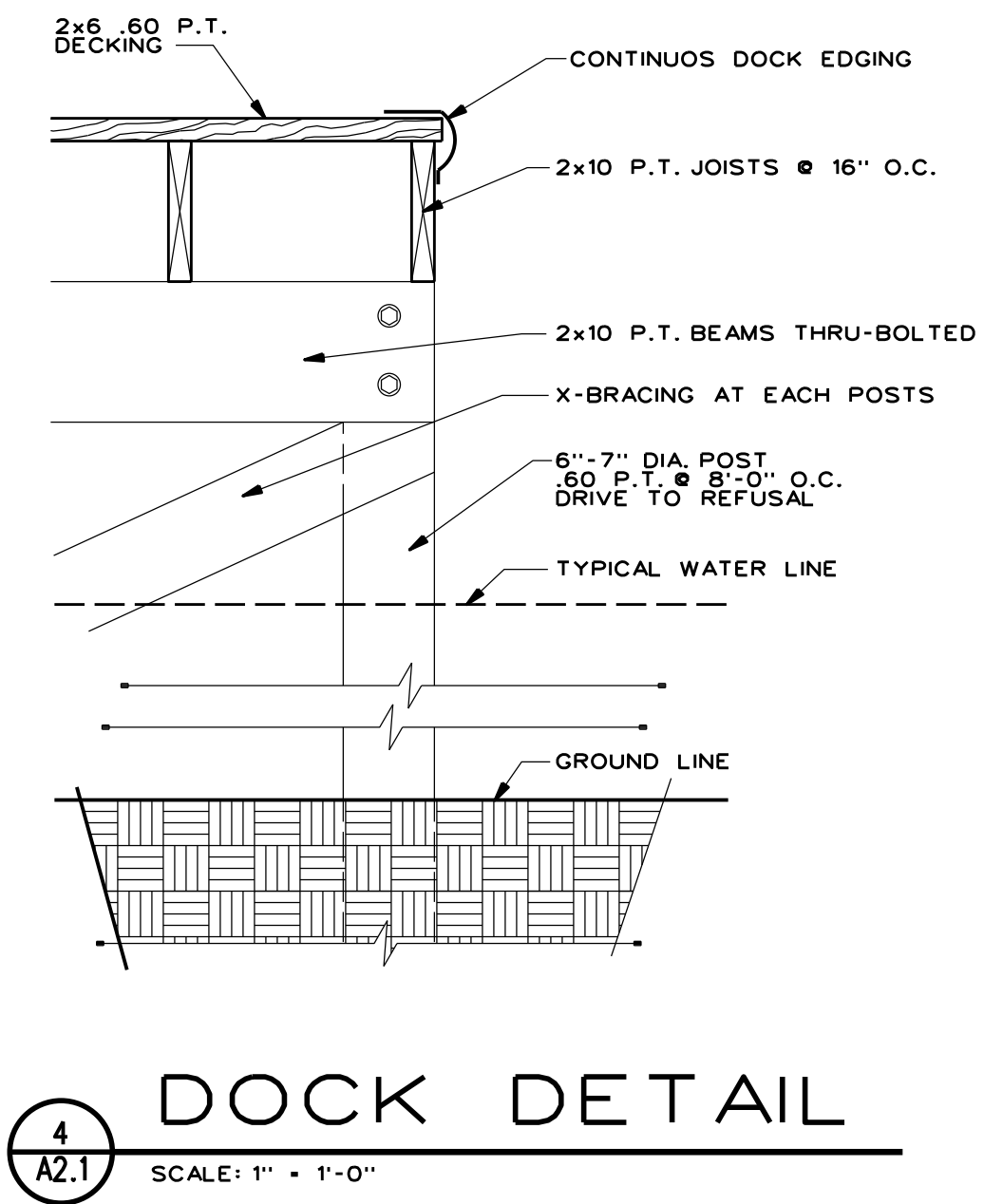
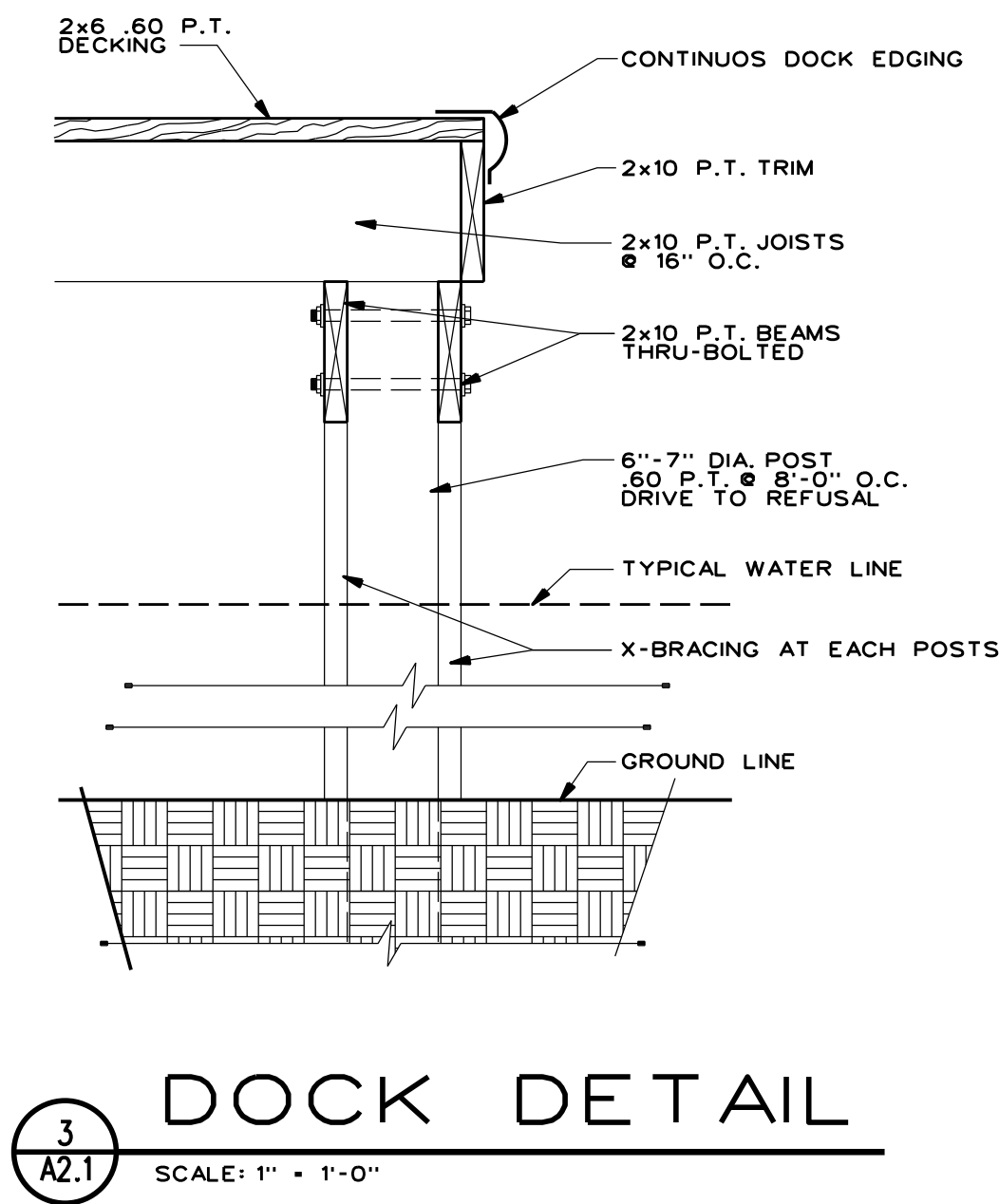
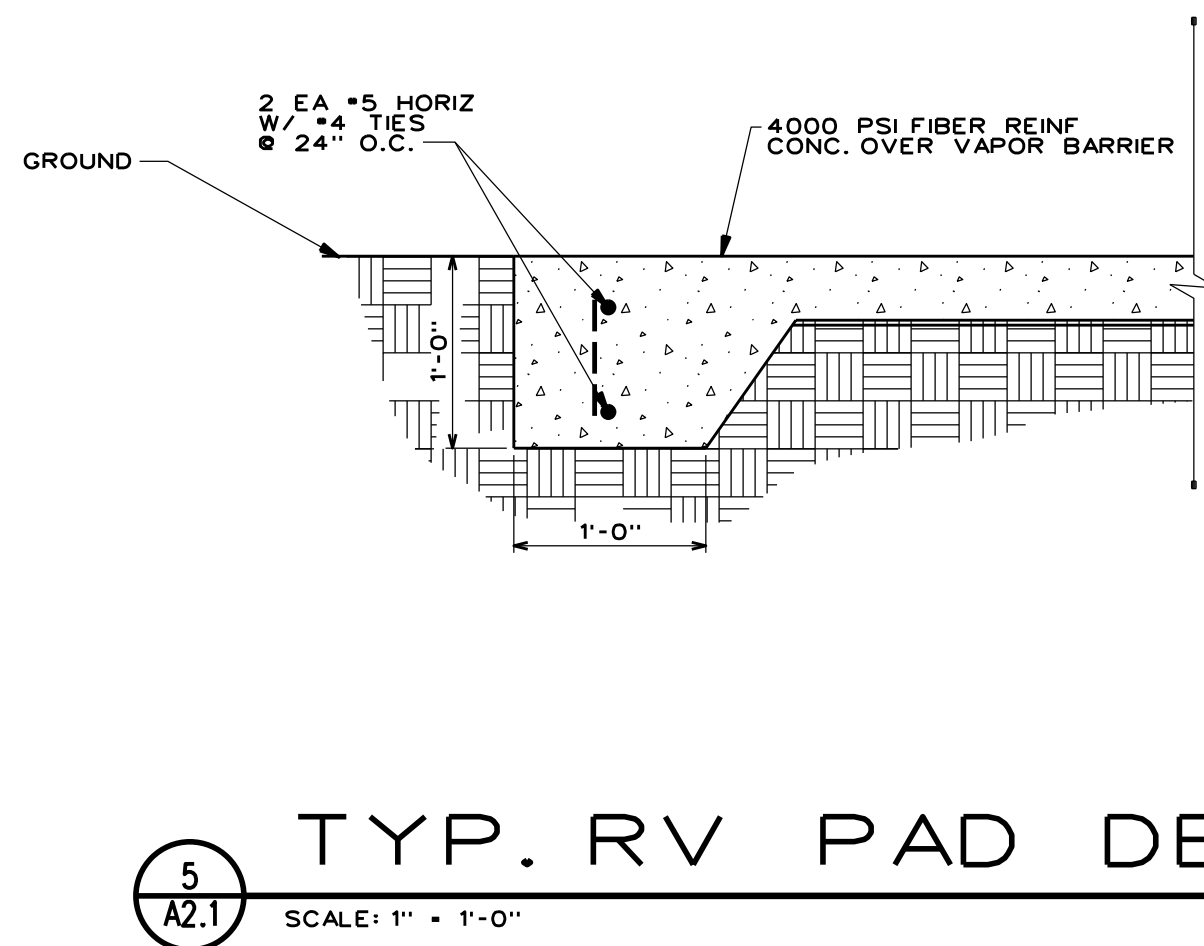
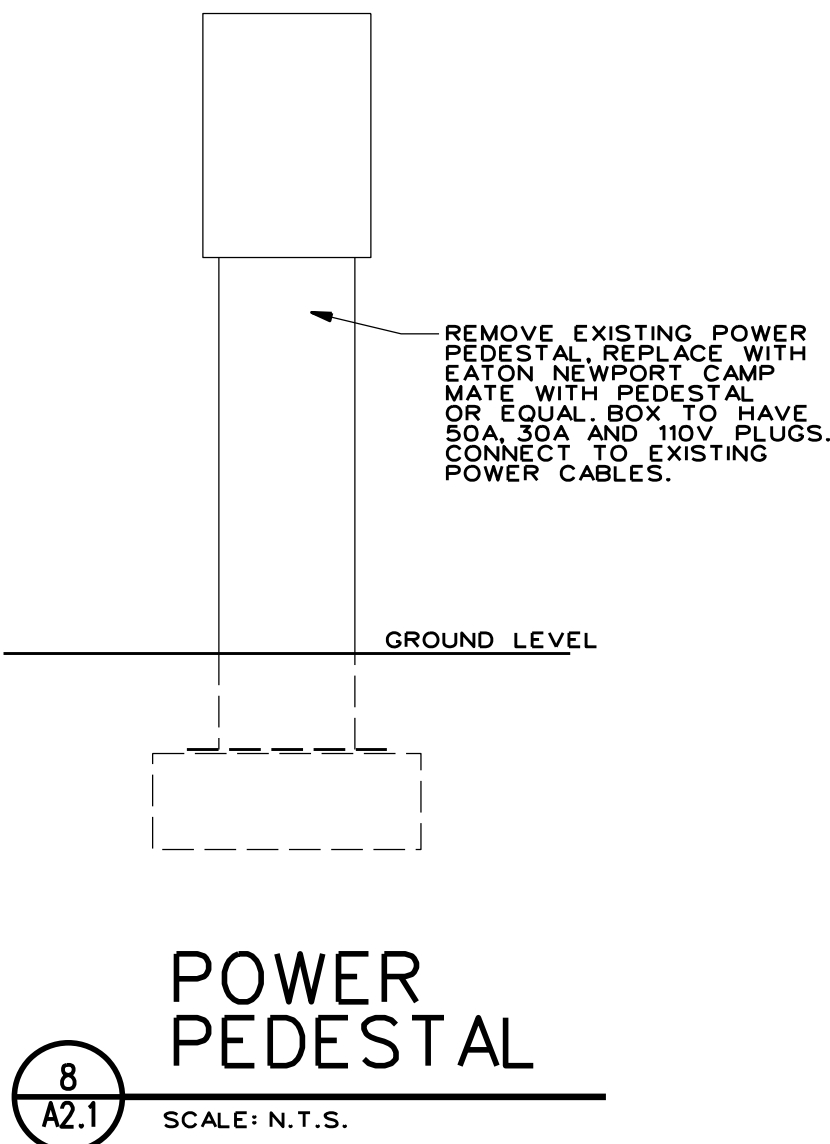
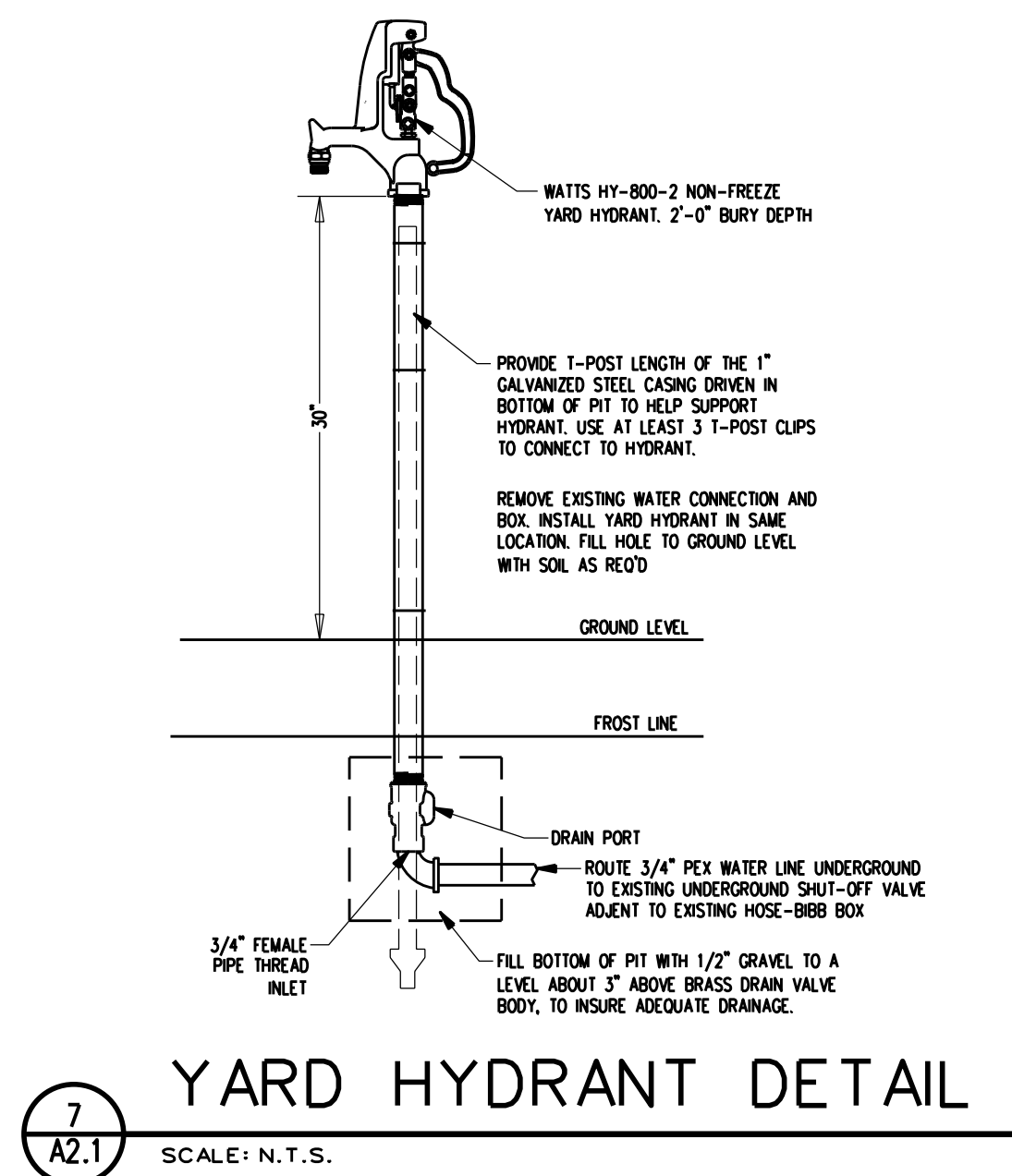
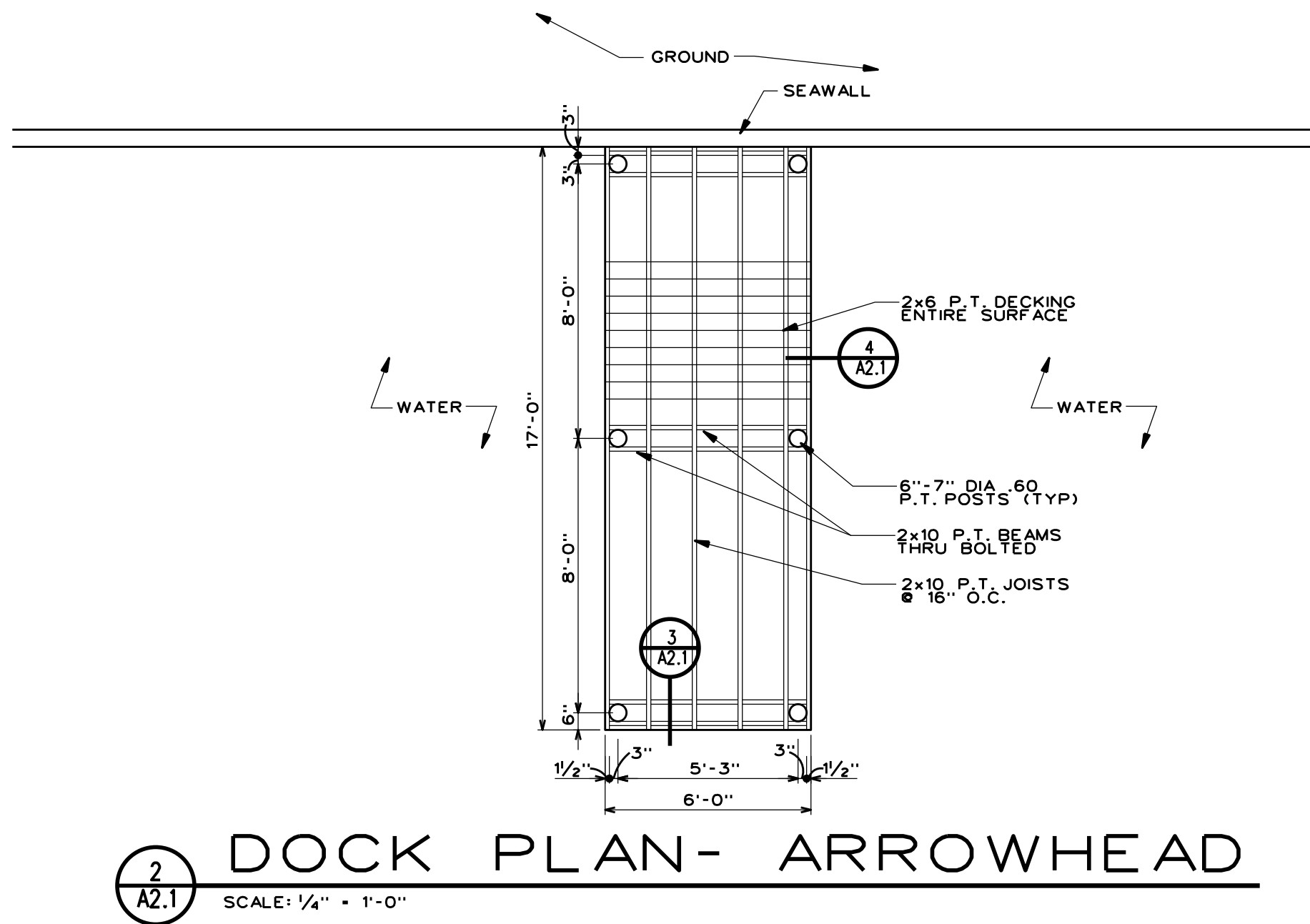
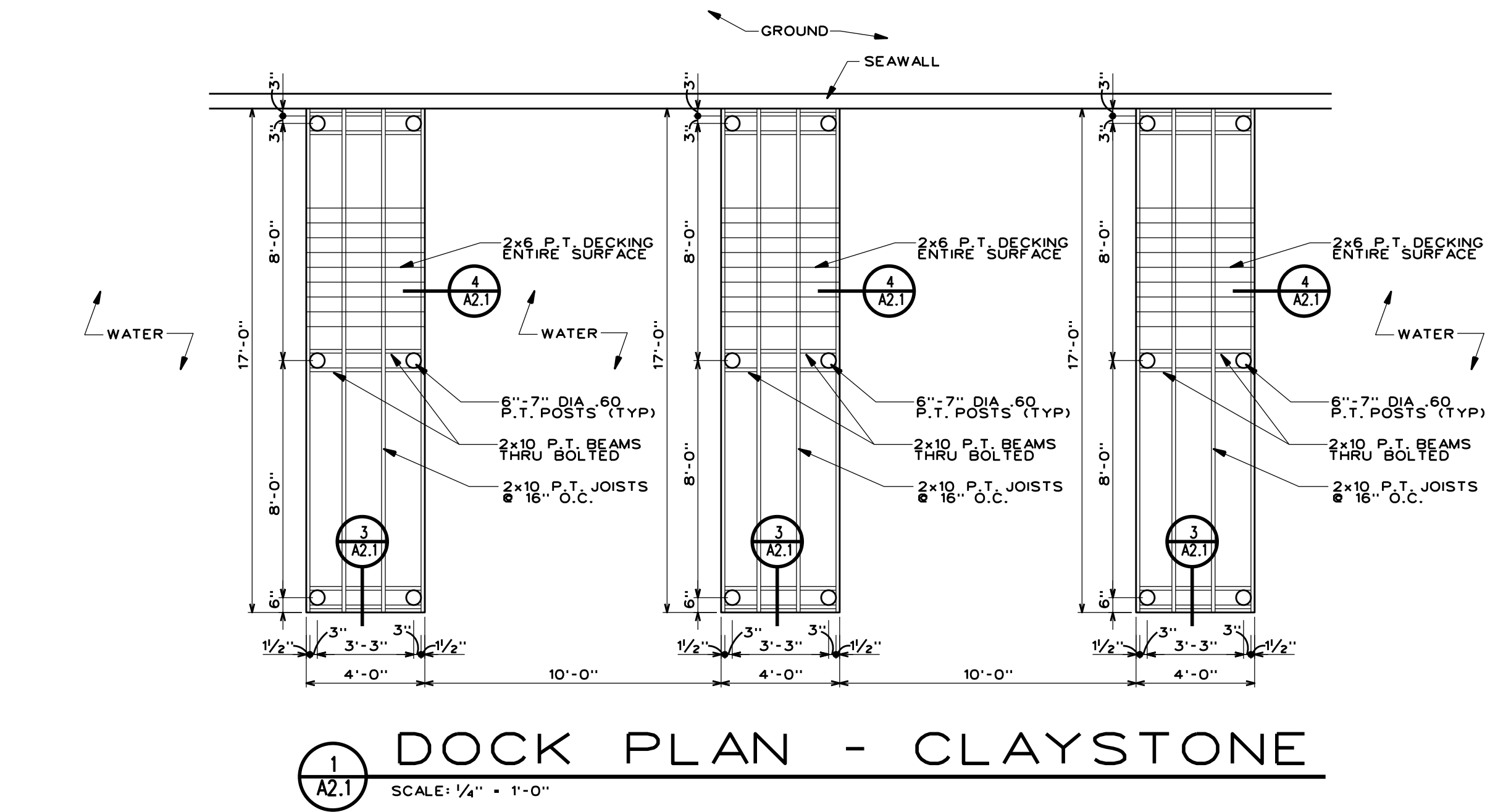
MOSLEY DIXON ROAD MACON, GEORGIA

Revisions:	

Sheet Title:
CLAYSTONE SITE
LOCATION PLAN

Project #: 2231B Date: 4/16/24

CG.2



DUNWODY/BEELEND,
architects, inc.

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Web:
www.DunwodyBeeland.com

Dunwody/Beeland, Architects, Inc.
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prohibited.

**CAMPGROUND RENOVATIONS AT
LAKE TOBESOFKEE
FOR MACON-BIBB COUNTY**

MOSLEY DIXON ROAD MACON, GEORGIA

Revisions:	

Sheet Title:
**DOCK PLAN
& DETAILS**

Project #: 2231B Date: 4/16/24

A2.1

DESCRIPTION OF WORK AT CAMPITES:

BASE BID-

EACH CAMPSITE TO HAVE THE FOLLOWING WORK UNLESS NOTED OTHERWISE:

1. AT PICNIC TABLE AREAS:
 - A. REMOVE EXIST LANDSCAPE TIMBERS AND REPLACE WITH NEW 6x6 LANDSCAPE TIMBERS. SEE DETAIL 9/A2.1 AND 10/A2.1.
 - B. REMOVE EXISTING GRAVEL. PROVIDE NEW GRAVEL AS REQUIRED TO LEVEL WITH NEW LANDSCAPE TIMBERS. MAINTAIN MIN 1" DEPTH
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ADDITIVE ALTERNATE-

1. REMOVE EXISTING TABLE TOPS AND SEATS. REPLACE WITH NEW TOPS AND SEATS. TO MATCH EXIST BEST AS POSSIBLE. (SUPERIOR RECREATION PRODUCTS OR EQUAL)
PAINT EXIST STEEL FRAMES



LEGISLATIVE SPONSORS

- | | |
|--|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY STEWART | ☐ 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 CHANGE ORDER TO MACON-BIBB COUNTY'S PENSION ADMINISTRATION AND ACTUARIAL SERVICES AGREEMENT WITH ACCG TO PROVIDE AN ADDITIONAL ONE-TIME PENSIONABLE EARNINGS AND DATA AUDIT SUPPORT SERVICE, IN THE TOTAL AMOUNT OF \$160,000.00, TO BE PAID FROM THE TRUST CORPUSES OF THE THREE PENSION PLANS ON A PRORATED BASIS; TO AUTHORIZE THE MAYOR TO EXECUTE FUTURE CHANGE ORDERS CONSISTENT WITH THE MACON-BIBB COUNTY CODE OF ORDINANCES, TO BE PAID IN THE SAME MANNER; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, by Resolution R-21-0161, the Macon-Bibb County Commission authorized the Mayor to execute an agreement with the Association of County Commissioners of Georgia ("ACCG") to perform pension administration and actuarial services on behalf of the three pension plans – the Macon-Bibb County Pension Plan; the Macon-Bibb County Pensions and Retirement System, Division A; and the Macon Fire and Police Employees Retirement System (collectively "the three pension plans"); and

WHEREAS, such agreement was executed on April 4, 2022 (C-22-0068); and

WHEREAS, pursuant to R-21-0161 and C-22-0068, the cost of such contract is borne by the trust corpuses of the three pension plans on a prorated basis by plan membership; and

WHEREAS, the accurate future administration of the pension systems, concerning active employees and vested former employees who have not yet retired, requires the manual review of all such employees' personnel files and the capture of certain employment history data into the pension administration databases, which is a large and time-consuming data review and entry process outside the scope of the agreement; and

WHEREAS, accordingly, ACCG has proposed a change order, attached hereto and incorporated herein as Exhibit A, to such agreement to perform a one-time pensionable earnings and data audit support service for a total cost of \$160,000.00, to be paid from the trust corpuses of the three pension plans in the following amounts:

- Macon-Bibb County Pension Plan - \$64,000.00
- Macon-Bibb County Pensions and Retirement System, Division A - \$44,800.00
- Macon Fire and Police Employees Retirement System - \$51,200.00; and

WHEREAS, the plan documents for the Macon-Bibb County Pensions and Retirement System, Division A and the Macon Fire and Police Employees Retirement System both require that the Commission approve all contracts for services in excess of \$20,000.00; and

WHEREAS, Section 19-5.8 of the Macon-Bibb County Code of Ordinances requires the Macon-Bibb County Commission to authorize change orders where the total change in the price of the contract is greater than twenty percent (20%) of the last approved contract price; and

WHEREAS, the Macon-Bibb County Commission desires to authorize the execution of the change order described herein; and

WHEREAS, to the best knowledge and belief of the Macon-Bibb County Government, this change order represents the final step in the process of digitally converting all personnel files and capturing relevant data into the pension administration database; and

WHEREAS, despite the best knowledge and belief of the Macon-Bibb County Government, the possibility always remains that records not now known to exist may be discovered, and may require additional work outside of the scope of services for ACCG's agreement in order to incorporate such records into the pension administration database; and

WHEREAS, for the purpose of accounting for the unexpected possibility of additional future work as required to complete this project, the Macon-Bibb County Commission desires to authorize the Mayor to execute future change orders to C-22-0068 to be paid from the trust corpuses of the three pension plans, subject to the provisions of Section 19-5.8 of the Macon-Bibb County Code of Ordinances; and

WHEREAS, the boards of trustees for both the Macon-Bibb County Pensions and Retirement System, Division A and the Macon-Bibb County Pension Plan have approved this change order and recommended that the Commission proceed herewith; 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 that the Mayor is authorized to execute a change order to Macon-Bibb County's pension administration and actuarial services agreement (C-22-0068) to provide a one-time pensionable earnings and data audit support service, in the amount of \$160,000.00, to be paid from the trust corpuses of the three pension plans on a prorated basis as described herein, as provided in Exhibit A.

BE IT FURTHER RESOLVED that in the event that the board of trustees of any of the three pension plans fails to provide approval or withdraws its approval for the payment of the change order approved hereby, the Macon-Bibb County Commission authorizes the Mayor to instruct ACCG to proceed with only those portions of the work described in the change order provided in Exhibit A as may be attributable to those pension plans for which the board of trustees has approved this work.

BE IT FURTHER RESOLVED that in the event that the board of trustees of any of the three pension plans fails to provide approval or withdraws its approval for the payment of the change order approved hereby, the Macon-Bibb County Commission further authorizes the Mayor, in their discretion, to make a written finding of necessity at any time in the future, and thereupon, to authorize and instruct ACCG to proceed with those portions of the work described in the change order provided in Exhibit A as may be attributable to those pension plans for which the board of trustees has not approved this work, and to pay for such portion of such change order from the trust corpus of such pension plan notwithstanding such lack of approval.

BE IT FURTHER RESOLVED that the Macon-Bibb County Commission hereby authorizes the Mayor to execute any necessary future change orders to C-22-0068, to be paid from the trust corpuses of the three pension plans on a prorated basis, subject to the provisions of Section 19-5.8 of the Macon-Bibb County Code of Ordinances.

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 the Macon-Bibb County Commission grants the Mayor and the County Manager 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 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 that except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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 following page.]

APPROVED AND ADOPTED this _____ day of _____, 2024.

By: _____
LESTER M. MILLER, Mayor

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

*Q:\RES MACON-BIBB\2024 Miller Authorizing Change Order To ACCG Contract For Data Clean Up - \$160000.00
10-10-24.Docx*

EXHIBIT A

Out of Scope Services Work Order

PROJECT SCOPE

Date:	October 16, 2024
Client:	Macon-Bibb ASO
Subject:	Data Clean-up – pensionable earnings and data audit support

This document represents a proposal to add supplemental services as outline in item 7 of Exhibit A – Scope of Services in the Agreement to Provide Administrative Services Only to Macon-Bibb County, signed on April 4, 2022 (“ASO”) between Association County Commissioners of Georgia (“ACCG”) and Macon-Bibb County (“Macon-Bibb”). A description of the requested supplemental services and associated fees is included herein. This out-of-scope work is agreed to in accordance with the terms of the ASO.

I. SCOPE

ACCG/CBIZ have been engaged to assist Macon-Bibb County and the respective Pension boards in the administration of the Division A of the Macon-Bibb County Pension and Retirement Systems, the Macon-Bibb County Fire and Police Employees’ Retirement System, and the Macon-Bibb County Employee Pension Plan. As part of this effort ACCG/CBIZ will be:

- Calculating final benefits for future retirees
- Providing estimates for current active participants and former employees with vested pension benefits
- Providing actuarial census data for the actuary of the plans to perform required financial disclosure and reporting of required contributions.

Macon-Bibb County as a part of the implementation by ACCG/CBIZ provided ACCG/CBIZ with conversion data from which to perform these services. ACCG/CBIZ performed an audit of the conversion data and provided its findings to Macon-Bibb County for resolution. Representatives of the Plan(s) are now requesting assistance in reviewing and cleaning those records after the provision of additional participant images and system data.

Core Services - RECORDS TO BE REVIEWED

The following represents a description of records that will need to be reviewed categorized by the type of review required. Note Retirees before 7/1/2022 are not in scope as this population was addressed in a separate project.

- **Pensionable earnings for periods before 2014:** Pensionable earnings before 2014 were not available in an electronic format. All participants who currently are in a deferred vested or active status that were hired before 2014 will need to be reviewed for missing earnings. If only available

information is through .pdf report, then these earnings will need to be keyed into the Pension Database off of the provided .pf reports.

- **Participants in Actuarial data not in conversion data:** Images will need to be reviewed to confirm benefit eligibility and pay and service histories for these individuals.
- **Participants with multiple Plan Benefits:** Images will need to be reviewed to confirm service histories that support multiple benefits for those participants with active or deferred vested benefits. For those benefits in pay status the images will need to be reviewed to determine optional forms of payment elected.
- **Judges and District Attorney's in County Plan:** Images will need to be reviewed to confirm eligibility for 2/3 County pension benefit.
- **Eligible employees transferred from City of Macon to Bibb County per the Service Strategy Agreement of 5/1/11 on 7/1/12:** research needs to be done to ensure that Benefit service is credited back to 5/1/11 for County benefit service and DOH for County vesting service.
- **Military Leave and Non-eligible service:** research needs to be done on identified records to confirm service histories for those with indications of leaves or non-eligible periods of service.
- **Rehires:** records have to be reviewed to ensure prior service histories account for proper service (i.e. determine if prior service is to be recognized or not).
- **Terminated or Deceased Participants without Retiree Benefits:** Conversion indicated possible benefits due to vesting or death but no retiree benefits were presented. These records need to be reviewed to confirm benefits for these participants. This represents recent Deaths or Terminations.
- **People with unknown plan assignments:** these participants need their records reviewed to determine if they are due benefits. They had missing or unknown plan data.
- **Terminated Vested Benefit review:** these records need to have a finalized AB calculated for the plan actuary. This includes identification of missing termination and normal retirement dates.
- **Retiree data missing:** these records are missing optional forms of payment, key dates such as termination data and pension effective date, and beneficiary data for those with survivor benefits. Also there is a set of retirees who are being paid supplemental payments that need to be confirmed and are being paid contributions that need to be evaluated if there is a stop date.
- **Missing Terminated Vested Participants:** Due to missing a unique identifier, there is missing deferred vested participants in the DIV A and Fire and Police Plans. These participant records will have to be manually matched and created.

II. EFFORT & COST

**Estimated
Fee:**

Flat Fee Service

\$160,000.00

- Includes Project set up fee.
- Review of records to be reviewed by CBIZ as of August 1, 2024 with the population of records reduced for retirees who commenced pensions between 1/1/2014 and 7/1/2022 who were reviewed as a part of a different effort.
- Batch run on DVP calcs and comparison.
- Update of records in the pension administration system.
- Reporting of results to MBC and the Plan(s).

Additional Services - Hourly Time Charges

- Any additional efforts outside the scope of this SOW #9 with respect to data clean-up will be billed according to the billable rate schedule below.

Timing

- Project expected to be fully completed and invoiced by end of January 2025.

**Billing
Method:**

Project: PR00007751

Project Description: Defined Benefit Administration for ACG ASO

Frequency: Monthly, as work is completed, for the duration of the project

**Fixed or
Actual
Cost:**

Actual Cost

Due to the unknown nature of differences caused by the change in definition of earnings and the support needed in the data audit this is an initial estimate of fees. A new change order will be created if this is not sufficient to cover the scope of the work involved.

III. APPROVAL

Macon-Bibb Authorization: _____

Date: _____

ACCG Authorization: _____

Date: _____

APPROVED AS TO FORM



Susannah E. Scott
Associate Corporate Counsel



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY STEWART | ☐ 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 ENTER INTO AN AGREEMENT WITH ENERGY SYSTEMS SOUTHEAST, LLC, FOR THE PURCHASE OF GENERATORS FOR PUBLIC SAFETY RADIO TOWERS IN AN AMOUNT NOT TO EXCEED \$101,430.00, PAYABLE FROM 2018 SPLOST FUNDS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, maintaining radio communications is a crucial component in ensuring that public safety personnel are able to effectively execute their duties; and

WHEREAS, in order to maintain radio communications in an emergency situation where power to radio towers may be lost, it is necessary to install and maintain generators to serve those towers; and

WHEREAS, the radio tower sites at Upper River Road and Guy Paine Road require new generators, for a total combined cost of \$101,430.00; and

WHEREAS, Energy Systems Southeast, LLC holds a Sourcewell Cooperative Contract for General Electric Energy Power Generation Equipment, including Generac generators; and

WHEREAS, the utilization of cooperative purchasing agreements is authorized under Macon-Bibb County Code Ordinances Sec. 19-8 and allows for lower prices and faster processing times for necessary purchases; and

WHEREAS, the Macon-Bibb County Procurement Department and the County SPLOST administrator concur with the recommendation of award to Energy Systems Southeast, LLC; 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 enter into an agreement, or authorize the issuance of a Purchase Order, with Energy Systems Southeast, LLC, for the purchase and installation of two (2) generators and necessary associated equipment at a price not to exceed ONE HUNDRED ONE THOUSAND FOUR HUNDRED THIRTY DOLLARS AND 00/100 CENTS (\$101,430.00), 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 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 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 that except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then

this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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 the Commission

Q:\RES MACON-BIBB\2024 Miller Authorizing Purchase Of Tower Generators - SPLOST - \$101,430.00 10-10-24.Docx



LEGISLATIVE SPONSORS

- | | |
|--|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY STEWART | ☐ COMMISSIONER MALLORY C. JONES, III |
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| ☐ COMMISSIONER VIRGIL WATKINS, JR. | ☐ COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION AUTHORIZING THE ACCEPTANCE OF AN OFFICE OF JUVENILE JUSTICE DELINQUENCY PREVENTION FY24 BYRNE DISCRETIONARY COMMUNITY PROJECT GRANT FROM THE DEPARTMENT OF JUSTICE, IN THE AMOUNT OF \$240,000.00, WITH NO LOCAL MATCH, AWARDED TO THE MACON JUDICIAL CIRCUIT DISTRICT ATTORNEY’S OFFICE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon Judicial Circuit District Attorney’s Office (“D.A.’s Office”) has applied for and been awarded an Office of Juvenile Justice Delinquency Prevention (“OJJDP”) FY24 Byrne Discretionary Community Project Grants from the Department of Justice - Office of Justice Programs in the amount of \$240,000.00; and

WHEREAS, the OJJDP seeks to support projects designated for funding in the Consolidated Appropriations Act, 2024 (Public Law No. 118–42), to improve the functioning of the criminal justice system, to prevent or combat juvenile delinquency, and to assist victims of crime; and

WHEREAS, The D.A.’s Office will utilize the grant funds to support the R.I.S.E. (Restoring Inspiration by Success in Education) Initiative, which is a program that targets children affected by adverse childhood experiences, and to fund a therapist position for clinical screening and assessments; and

WHEREAS, the grant award will be effective from October 1, 2024, to September 30, 2025; and

WHEREAS, the Macon-Bibb County Commission desires to authorize the acceptance of the grant funds for the stated purpose on behalf of the D.A.’s Office; 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 accept, on behalf of the Macon Judicial Circuit District Attorney's Office, an OJJDP FY24 Byrne Discretionary Community Project Grant, in the amount of TWO HUNDRED FORTY THOUSAND DOLLARS AND 00/100 CENTS (\$240,000.00), with no local match required, upon the terms and conditions provided in Exhibit A, attached hereto and incorporated herein by reference.

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

BE IT FURTHER RESOLVED 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 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 that except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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 the Commission

Q:\RES MACON-BIBB\2024 Miller Authorizing Acceptance Of OJJDP Department Of Justice Grant For DA's Office - \$240,000 10-9-2024.Docx

EXHIBIT A



Department of Justice (DOJ)

Office of Justice Programs

Office of Juvenile Justice Delinquency Prevention

Washington, D.C. 20531

Name and Address of Recipient:		MACON-BIBB COUNTY 700 POPLAR STREET	
City, State and Zip:		MACON, GA 31201	
Recipient UEI:		TVNBHEU6LLY9	
Project Title: Macon-Bibb County Government		Award Number: 15PJDP-24-GG-00773-BRND	
Solicitation Title: OJJDP FY24 Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program - Invited to Apply			
Federal Award Amount: \$240,000.00		Federal Award Date: 8/15/24	
Awarding Agency:		Office of Justice Programs Office of Juvenile Justice Delinquency Prevention	
Funding Instrument Type:		Grant	
Opportunity Category: E Assistance Listing: 16.753 - Congressionally Recommended Awards			
Project Period Start Date: 10/1/24		Project Period End Date: 9/30/25	
Budget Period Start Date: 10/1/24		Budget Period End Date: 9/30/25	
Project Description: This initiative targets children affected by adverse childhood experiences such as loss, violence, and secondary victimization. It utilizes clinical screening and assessment tools to deliver tailored services overseen by a Fast Track Panel comprising child-oriented professionals, mental health experts, and community stakeholders. The funding requested will cover costs for assessments, cognitive and behavioral therapies, medications, transportation, and mentoring provided by community partners.			

Award Letter

August 15, 2024

Dear Lester Miller,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by MACON-BIBB COUNTY for an award under the funding opportunity entitled 2024 OJJDP FY24 Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program - Invited to Apply. The approved award amount is \$240,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen
Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits

discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

National Environmental Policy Act (NEPA) record

Solicitation Title: OJJDP FY24 Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program - Invited to Apply

Award number: 15PJDP-24-GG-00773-BRND

Date: September 7, 2024

NEPA determination: Categorical Exclusion

This initiative will target the children who have been affected by various adverse childhood experiences through loss, violence, and secondary victimization through no fault of their own. It utilizes clinical screening and assessment tools to deliver tailored services overseen by a Fast Track Panel comprising child-oriented professionals, mental health experts, and community stakeholders. The funding requested will cover costs for assessments, cognitive and behavioral therapies, medications, transportation, and mentoring provided by community partners.

(1) New construction

(2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species

(3) A renovation that will change the basic prior use of a facility or significantly change its size

(4) Research and technology whose anticipated and future application could be expected to have an effect on the environment

(5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs’ criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager Environmental Coordinator for the Office of Juvenile Justice and Delinquency Prevention.

NEPA Coordinator

First Name	Middle Name	Last Name
Lou Ann		Holland

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
MACON-BIBB COUNTY

UEI
TVNBHEU6LLY9

Street 1	Street 2
700 POPLAR STREET	

City	State/U.S. Territory
MACON	Georgia

Zip/Postal Code	Country
31201	United States

County/Parish	Province

Award Details

Federal Award Date	Award Type
8/15/24	Initial

Award Number	Supplement Number
15PJDP-24-GG-00773-BRND	00

Federal Award Amount	Funding Instrument Type
\$240,000.00	Grant

Assistance Listing Number	Assistance Listings Program Title
16.753	Congressionally Recommended Awards

Statutory Authority

Department of Justice Appropriations Act, 2024 (Pub. L. No. 118-42, 138 Stat. 25, 146-47)

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2024 OJJDP FY24 Byrne Discretionary Community
Project Grants/Byrne Discretionary Grants Program -
Invited to Apply

Awarding Agency

OJP

Program Office

OJJDP

Application Number

GRANT14146383

Grant Manager Name

Chelsea Logan

Phone Number

[202-702-3017](tel:202-702-3017)

E-mail Address

Chelsea.Logan@usdoj.gov

Project Title

Macon-Bibb County Government

Performance Period Start Date

10/01/2024

Performance Period End Date

09/30/2025

Budget Period Start Date

10/01/2024

Budget Period End Date

09/30/2025

Project Description

This initiative targets children affected by adverse childhood experiences such as loss, violence, and secondary victimization. It utilizes clinical screening and assessment tools to deliver tailored services overseen by a Fast Track Panel comprising child-oriented professionals, mental health experts, and community stakeholders. The funding requested will cover costs for assessments, cognitive and behavioral therapies, medications, transportation, and mentoring provided by community partners.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

Year 1	Total
Personnel	
\$72,000	\$72,000
Fringe Benefits	
\$23,508	\$23,508
Travel	
\$0	\$0
Equipment	
\$0	\$0
Supplies	
\$2,400	\$2,400
Construction	
\$0	\$0
SubAwards	
\$0	\$0
Procurement Contracts	
\$142,092	\$142,092
Other Costs	
\$0	\$0
Total Direct Costs	
\$240,000	\$240,000
Indirect Costs	

\$0

\$0

Total Project Costs

\$240,000\$240,000

Spacer

Federal

Non-Federal

Year1

\$240,000

\$0

Spacer

\$240,000

\$0

Budget Totals

	Total	Percentage
Total Project Cost	\$240,000	
Federal Funds	\$240,000	100.00~symbolPlaceholder~
Non-Federal Amount	\$0	0.00~symbolPlaceholder~
Match Amount	\$0	0.00~symbolPlaceholder~
Program Income	\$ 0	

0.00~symbolPlaceholder~

Empty Space

Budget Category
Personnel
Fringe Benefits
Travel
Equipment
Supplies

Construction

SubAwards

Procurement Contracts

Other Costs

Indirect Costs

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

3

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during

the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

4

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

5

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

6

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

7

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds

(whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

19

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator

enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement

"contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

32

The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 120 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov/>

33

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

34

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35

OJJDP - Web Site Notice of Federal Funding and Disclaimer

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded in whole or in part through a grant from the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation,

its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

36

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

37

Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

38

All electronic and information technology materials developed or maintained under this award must be compliant with Section 508 of the Rehabilitation Act of 1973. Please refer to www.section508.gov for more detail.

39

OJJDP- Printing and Publications

The recipient shall submit to OJJDP a copy of all interim and final reports and proposed publications (including those prepared for conferences, journals, and other presentations) resulting from this award, for review and comment prior to publishing. Any publication produced with grant funds must contain the following statement: "This project was supported by Grant # () awarded by the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice. All reports and products may be required to display the OJJDP logo on the cover (or other location) with the agreement of OJJDP. OJJDP defines publications as any planned, written, visual or sound materials substantively based on the project, formally prepared by the award recipient for dissemination to the public.

As of the first day of the period of performance for the award, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum, all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)).

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

41

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official

Acting Assistant Attorney General

Name of Approving Official

Brent J. Cohen

Signed Date And Time

8/9/24 1:55 PM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official
Mayor

Signed Date And Time



LEGISLATIVE SPONSORS

- | | |
|---|--|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY STEWART | ☐ 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 LEASE AGREEMENT WITH TRI-STATE CHARTER, LLC FOR THE LEASE OF A LARGE HANGAR AT THE MIDDLE GEORGIA REGIONAL AIRPORT; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Tri-State Charter, LLC has approached airport management about leasing the former Bombardier hangar at the Middle Georgia Regional Airport; and

WHEREAS, the Macon-Bibb County Commission desires to lease the hangar, the office space attached thereto, and the adjacent parking and ramp space to Tri-State Charter, LLC for an initial term of five (5) years, with a five (5) year renewal option exercisable by the lessee, at a monthly rate of \$38,835.58 with annual CPI rent adjustments, all as more specifically described in the Lease Agreement attached hereto and incorporated herein as Exhibit A; 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 a Lease Agreement with Tri-State Charter, LLC for the lease of a Macon-Bibb County owned hangar and adjacent land at the Middle Georgia Regional Airport, in substantially the same form as Exhibit A, provided that prior to the execution of the Lease Agreement, the Mayor, or his designee, is specifically authorized to further negotiate and alter any terms included in Exhibit A except for the lease amount, any amount to be paid pursuant to the Lease Agreement by Macon-Bibb County, and the duration of the lease.

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 the Macon-Bibb County Commission grants the Mayor and the Airport Director 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 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 that except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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

[Signatures on the following page.]

APPROVED AND ADOPTED this _____ day of _____, 2024.

By: _____
LESTER M. MILLER, Mayor

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

Q:\RES MACON-BIBB\2024 Miller Authorizing Lease With Tri-State Charter, LLC At MGRA - 10-9-24.Docx

EXHIBIT A



LEASE AGREEMENT FOR

MIDDLE GEORGIA REGIONAL AIRPORT

LESSEE:

TRI-STATE CHARTER, LLC

Lease Agreement

THIS LEASE AGREEMENT ("the Agreement") is entered as of the ____ day of October 2024 (the "Effective Date") by and between MACON-BIBB COUNTY, a political subdivision of the State of Georgia (hereinafter "County"), and TRI-STATE CHARTER, LLC, a Indiana limited liability company with a principal office address of 214 College Park Plaza, Johnstown, PA 15904 (hereinafter, collectively "Lessee"). County and Lessee may sometimes be individually referred to as "Party" and collectively as the "Parties."

Article 1 Premises

1.1 Premises.

County hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from County for the Term (as hereinafter defined) upon the terms and conditions set forth herein, certain real property and the improvements thereon at the Airport consisting of approximately 81,820 total square feet, comprised of 37,875 square feet of hangar space (the "North Hangar Space"), 21,300 square feet of additional hangar space (the "South Hangar") and 22,645 square feet of shop, office, warehouse, and storage space, in addition to 84 appurtenant, exclusive parking spaces (41,204.58 square feet), 98,303.08 square feet in exclusive ramp space, and non-exclusive access, apron, and outdoor areas (collectively, the "Premises"). Said Premises are labeled as B15 on the Airport Layout Plan dated January 2015, being further depicted on Exhibit A attached hereto and incorporated herein. Lessee shall take and maintain possession of the Premises no later than _____ (the "Date of Possession").

1.2 Vehicle Parking.

Lessee, its employees, agents, licensees, invitees, suppliers or contractors shall have exclusive access to use the approximately 76 parking spaces around Premises for the parking of vehicles, as outlined in red and depicted in Exhibit B. Lessee shall enjoy non-exclusive use of the thoroughfare areas into and through the parking lot area. Lessee shall be responsible for the maintenance and repair of said parking lot area in its entirety during the Term of this Lease.

1.3 As Is Condition.

County delivers said Premises in "AS IS" condition and County makes no express or implied warranties or representations with regard to such except as explicitly provided herein and Lessee accepts the Premises in the same condition in which they or any part thereof now are, and assumes all risks in connection therewith.

The County shall be financially responsible for making any necessary repairs, excluding those repairs necessitated by the misuse of system/Premises by the Lessee or its invitees to the Premises, to the following systems or portions of the Premises during the first 6 months of this Lease: HVAC system, plumbing system, and electrical system.

Consistent with Section 8.2 below, the County hereby agrees to allocate an amount not to exceed twenty thousand dollars and 00/100 cents (\$20,000) to be used to resolve any potential issues with the fire sprinkler/suppressant system during the first year of this Lease.

Consistent with Section 8.2 below, beginning in the second year of the Initial Term of this Lease, the County hereby agrees to allocate an annual amount of up to ten thousand dollars and 00/100 cents (\$10,000) for the maintenance and repair of the hangar doors for the duration of the Initial Term. Furthermore, beginning in the second year of the Initial Term of this Lease, the County hereby agrees to allocate an annual amount of up to fifteen thousand dollars and 00/100 cents (\$15,000.00) for the maintenance and repair of the HVAC system for the duration of the Initial Term.

In no event shall Lessee's annual financial responsibility for repairs exceed \$100,000.00.

1.4 Common Areas.

Lessee shall have the use, in common with other duly authorized users, of the common areas (as the same now exist or may

hereafter be extended) of the Airport for general aviation purposes, consisting of roadways, runways, taxiways, aprons, all aids to air navigation for the Airport, except when the Airport is closed to the public. The County may, at any time, temporarily or permanently close, consent to, or request the closing of any such roadway, runways, taxiways, aprons, all aids to air navigation for the Airport, and all public areas of the Airport presently or hereafter used as such, provided the County shall use commercially reasonable efforts to minimize interference with Lessee's use of the Premises and a reasonable means of ingress and egress to the Premises remains available to Lessee.

Article 2

Use and Restrictions

The Premises shall be used solely by Lessee for the right and privilege of performing, or allowing the performance of, the following three activities, along with related office space use: **1. Scheduled maintenance for Lessee's current fleet; 2. Maintenance, repair and overhaul operations for third parties; and 3. Interior completion services for Lessee and third parties.** No other uses of the Premises are permitted without written permission of the County. Without limitation, Lessee shall not use or occupy the Premises or any part of the Premises, and neither permit nor suffer the Premises to be used or occupied, (i) for any unlawful or illegal business, use or purpose; (ii) for any use not recognized by the Federal Aviation Administration as "aeronautical use" or "aeronautical activity"; (iii) for any use which is a public nuisance; or (iv) in such a manner as may make void or voidable any insurance then in force with respect to the Premises.

Article 3

Term

3.1 Term.

This Agreement shall be for an Initial Term of five (5) years beginning on _____, 2024 and ending earlier of (i) the same date of the fifth (5th) year thereafter and Lessee's contemporaneous vacation of the Premises or (ii) in the event of exercise of the Renewal Term (defined herein), for each such Renewal Term, up and through the fifth (5th) year of the last-exercised Renewal Term, whichever is later (the Initial Term and each such Renewal Term, collectively referred to as, the "**Term**"), with one (1) five-year options to renew (each a "**Renewal Term**"), exercisable by Lessee by no less than six (6) months prior to the expiration of the then current term, upon delivery of written notice to the County. Absent Lessee's exercise of the applicable Renewal Term, the Lease's Term shall terminate at the end of the Initial Term. Lessee's renewal option, as provided for in this Section, is exclusive to Lessee and shall be non-transferable in the event of an assignment, sublease, or other transfer except in the event of a Permitted Transfer (as hereinafter defined).

3.2 Termination.

Termination for Cause. Pursuant to Sec. 19-11 of the Macon-Bibb County Code of Ordinances, this Agreement may be terminated for cause by the County upon written notice to the Lessee, which shall include a thirty (30) day period to and a right to cure said cause. A second violation of the same lease provision giving rise to the notice and opportunity to cure as stated above will not be curable and will result in the County terminating the lease and removing the Lessee from the property.

Termination pursuant to Article 7. This Agreement may be terminated pursuant to the terms of Article 7 of this Agreement.

Termination pursuant to Article 17. This Agreement may be terminated pursuant to the terms of Article 17 of this Agreement.

Immediate Termination. In the event the County reasonably determines that termination is necessary to protect the public health, safety, or welfare, this Agreement may be terminated by the County immediately or upon such notice as the County deems appropriate under the circumstances.

3.3 Ongoing Obligations and Liabilities.

Termination or expiration of this Lease shall not relieve Lessee of any obligations or liabilities that shall have accrued on or prior to the termination or expiration date. Upon the expiration or termination of this Lease, Lessee shall: (i) immediately cease all operations at the Airport and upon the Premises; (ii) immediately vacate (within 30 days) the Premises; and (iii) pay in full all fees and other amounts then due and owing to the County pursuant to the terms of this

Lease.

Article 4

Rent, Fees, and Charges

4.1 Rental Rate.

Lessee shall pay to the County for the Premises described in Section 1.1 herein “**Base Rent**” during the Term as follows:

\$466,026.95 for the first year of the Term, for the period from the effective date of this Agreement until June 30, 2025, calculated at a rate of \$5.44 per square foot of hangar and office space for a total of 81,820 square feet and \$0.15 per square foot of parking and exclusive ramp space for a total of 139,507.66 square feet as described in Section 1.1. Thereafter, on July 1 of each year following the first year of the Term, Lessee shall pay annual CPI price increases to the Base Rate to be calculated according to the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers: All Items in U.S. City Average (1982-84 = 100) (not seasonally adjusted), or any successor index. This price increase shall be calculated by dividing the index value for March of the then-current calendar year by the index value for March of the calendar year preceding the then-current calendar year (ie: for the July 2025 price increase – March 2025 Index value/March 2024 Index value). Base Rent plus all other sums due and payable hereunder shall be collectively referred to as “rent”. Rent shall be paid in advance, without demand, on the first day of every month. If the Term of this Lease starts on a day other than the first day of a month, Lessee shall pay rent from the first day of the Term on a per diem basis (calculated on the basis of a thirty (30) day month), payable in advance. Any Rent payment due hereunder for any other fractional month shall likewise be calculated and paid on such a per diem basis.

4.2 Adjustment of Rental.

Other than as set forth in Section 4.1, there shall be no escalator or adjustment in the Base Rent during the Term.

4.3 Failure to Pay Rentals, Fees or Charges.

County shall not be prevented from terminating this Agreement for default in the payment of fees, charges, and payments due to County pursuant to this Agreement, or from pursuing any other right or remedy contained herein or provided by law.

4.4 Service Charge for Worthless Check.

In the event Lessee delivers a worthless check or draft to the County in payment of any obligation arising under this Lease, Lessee shall incur a service charge of Twenty Dollars (\$20.00) or five percent (5%) of the face amount of such check, whichever is greater; or, such higher fee as shall be allowed by applicable law.

4.5 Place of Payments.

Unless paying via wire or ACH, Lessee shall pay all rents, fees, charges and billings required by this Agreement to the following address:

**Macon-Bibb Aviation Department
Middle Georgia Regional Airport
1000 Terminal Drive, Suite 100
Macon, Georgia 31216**

All reports and other correspondence should be addressed as indicated in the Article hereof entitled, "Notices and Communications."

Article 5 Security for Payment

5.1 Security Options.

As security for the payment of all rents, fees and charges and the performance of all obligations, and performances required under this Lease, the Lessee shall post a non-interest bearing security deposit with the County equal to one (1) months' rent and other fees payable hereunder, if any ("Security Deposit"). **The Security Deposit shall be submitted to the County simultaneously with the submission to County of this Lease executed by Lessee.** Upon mutual election of Lessee and County, the Security Deposit may be in the form of: (i) cash; or (ii) an Irrevocable Letter of Credit ("Letter of Credit"), in form and substance satisfactory to the County; if no mutual election is made, the Security Deposit shall be in cash. The County may, upon ten (10) calendar days' notice to the Lessee, require an increase in the amount of the Security Deposit at any time when there has been an increase in the rental charges and other fees imposed by the County.

In the event of any failure by Lessee to pay when due any amounts payable under this Lease, or upon any other default hereunder, then in addition to any other rights and remedies available to the County at law or in equity, the County shall be entitled to draw against the full amount of the Security Deposit and apply same to all amounts owed. Upon notice of any such draw, Lessee shall immediately replace the Security Deposit with cash, or a new Letter of Credit, as applicable, in the full amount of the Security Deposit required hereunder. If a Letter of Credit is posted, then the term and all renewal terms of the Letter of Credit shall be for a period of not less than one (1) year, and the Letter of Credit shall be kept in full force and effect throughout the Term of this Lease, and for a period of three (3) months following the termination date of this Lease. If Lessee posts a cash deposit, then such cash deposit shall be retained by the County throughout the Term of this Lease and for a period of three (3) months following the termination date of this Lease.

If applicable, not less than sixty (60) calendar days prior to any expiration date of the Letter of Credit, Lessee shall submit evidence in form satisfactory to the County that said security instrument has been renewed. A failure to renew the Letter of Credit, or to increase the amount of same if required by the County, shall (i) entitle the County to draw against the full amount of such Security Deposit, and (ii) be a default of this Lease, entitling the County to all available remedies.

5.2 Satisfactory Performance.

The refund of the Security Deposit pursuant to this Article shall be conditioned on the satisfactory performance of all terms, conditions, and covenants contained herein throughout the entire Term of this Lease and any extension thereof.

Article 6 Obligations of Lessee

6.1 Obligations of Lessee.

Lessee shall:

- A. Conduct its operation hereunder in a safe, orderly and proper manner, considering the nature of such operation so as not to unreasonably annoy, disturb, endanger or be offensive to others at the Airport or around the Premises;
- B. Control the conduct, of its employees, invitees, and of those doing business with it and, upon objection from the County concerning the conduct, of any such persons, shall immediately take all reasonable steps necessary to remove the cause of objection;
- C. Not commit any nuisance, waste, or damage to the Premises and shall not do or permit to be done anything, which may result in the creation or commission or maintenance of such nuisance, waste or damage to the Premises;
- D. Not create nor permit to be caused or created upon the Airport or the Premises any obnoxious odor, smoke or noxious gases or vapors;
- E. Not do or permit to be done anything, which may interfere with effectiveness or accessibility of the utility and other

systems including drainage and sewage system, fire protection system, sprinkler system, alarm system, fire hydrants and hoses, if any, installed or located on the Premises;

- F. Not overload any floor or paved area on the Premises and shall repair any floor, including supporting members, and any paved area damaged by overloading;
- G. Not do or permit to be done any act or thing upon the Premises:
 - 1. Which will invalidate or conflict with any fire insurance policies covering the Premises or any part thereof or other contiguous Premises; or
 - 2. Which may constitute an extra-hazardous condition so as to increase the risks normally attendant upon the operations permitted by this Lease;
- H. Not keep or store flammable liquids within any covered and enclosed portion of the Premises in excess amounts generally kept by similar businesses. Any such liquids having a flash point of less than 110°F shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories;
- I. Provide frequency protection within the aviation air/ground VHF frequency band and the UHF frequency band in accordance with restrictions promulgated by the Federal Aviation Administration for the vicinity of the FAA Remote Receiver facility; and
- J. Lessee acknowledges and accepts full responsibility for the security and protection of the Premises and any and all of Lessee's property placed upon the Premises. Lessee fully understands that the police security protection provided by the County is limited and is for the benefit of the County, and expressly acknowledges that any other security measures deemed necessary or desirable for additional protection of the Premises and property thereon, shall be the sole responsibility of Lessee and shall involve no cost to the County. The County shall have the right to review, change, alter, or revise any security policy or procedure at any time.

Article 7

Default Rights and Remedies of County

7.1 Events of Default.

The occurrence of any of the following events shall constitute a default of this Lease:

- A. Lessee's failure to pay the rent, or any other sums payable hereunder for a period of ten (10) days after the due date; provided that Lessee's cure period shall begin automatically and without further notice on the day after the due date, 30th day after the due date.
- B. Lessee's failure at any time to maintain in full force and effect the insurance or security deposit as required by this Lease;
- C. Lessee's failure to observe, keep or perform any of the other terms, covenants, agreements or conditions of this Lease or in the Airport Rules and Regulations, or in minimum standards for aeronautical business activities, as each may be amended from time to time, provided that the cure period for violations of this term shall be limited to ten (10) days after written notice by the County;
- D. The bankruptcy of Lessee, which shall not be subject to any cure period;
- E. Lessee making an assignment for the benefit for creditors, which shall not be subject to any cure period;
- F. A receiver or trustee being appointed for Lessee or a substantial portion of Lessee's assets, which shall not be subject to any cure period;
- G. Lessee's voluntary petitioning for relief under, or otherwise seeking the benefit of, any bankruptcy, reorganization, arrangement or insolvency law, which shall not be subject to any cure period;
- H. Lessee's vacating or abandoning the Premises;

- I. Lessee's interest under this Lease being sold under execution or other legal process, which shall not be subject to any cure period;
- J. Lessee's interest under this Lease being modified or altered by any unauthorized assignment or subletting or by operation of law;
- K. Any of the personal property of Lessee used in, or incident to, the operation of Lessee's business in the Premises being seized, sequestered, or impounded by virtue of, or under the police powers of, the County or other government under any legal proceeding;
- L. The failure of Lessee to report or pay any taxes owed by Lessee under Section 13.1; and
- M. Lessee's failure to comply with its environmental obligations, any laws, programs or audits promulgated by the County or applicable regulatory agencies which may be revised from time to time.

7.2 Remedies.

In the event of any of the foregoing events of default, and subject to the notice and applicable cure period set forth in Section 3.2, except where otherwise specified, the County at its election may exercise any one (1) or more of the rights or remedies provided by applicable law, or by the terms of this Lease, including the following rights and/or remedies, the exercise of any of which shall not be deemed to preclude the exercise of any others herein listed or otherwise provided by law at the same time or in subsequent times or actions:

- A. Terminate Lessee's right to possession under this Lease and re-enter and retake possession of the Premises and relet or attempt to relet the Premises on behalf of Lessee at such rent and under such terms and conditions as the County may deem best under the circumstances for the purpose of reducing Lessee's liability. The County shall not be deemed to have thereby accepted a surrender of the Premises, and Lessee shall remain liable for all rent, or other sums due under this Lease and for all damages suffered by the County because of Lessee's breach of any of the covenants of this Lease;
- B. Declare this Lease to be terminated, and re-enter upon and take possession of the Premises whereupon all right, title and interest of Lessee in the Premises shall end; and
- C. Accelerate and declare the entire remaining unpaid rent for the balance of this Lease and any other sums due and payable forthwith and may, at once, take legal action to recover and collect the same.

7.3 Additional Provisions.

No re-entry or retaking possession of the Premises by the County shall be construed as an election on its part to terminate this Lease, unless a written notice of such intention be given to Lessee, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent or other monies due to the County hereunder or of any damages accruing to the County by reason of the violations of any of the terms, provision and covenants herein contained. The County's acceptance of rent or other monies following any non-monetary event of default hereunder shall not be construed as the County's waiver of such event of default. No forbearance by the County of action upon any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by the County to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any other violation or default. Legal actions to recover for loss or damage that the County may suffer by reason of termination of this Lease or the deficiency from any reletting as provided for above shall include the expense of repossessions or reletting and any repairs or remodeling undertaken by the County following repossession.

7.4 Time of the Essence.

Time is of the essence of this Lease; and in case Lessee shall fail to perform the covenants or conditions on its part to be performed at the time fixed for the performance of such respective covenants or conditions by the provisions of this Lease, the County may declare Lessee to be in default of such Lease.

7.5 Compliance with County Code Sec. 19-11.

Section 19-11 of the Macon-Bibb County Code of Ordinances provides as follows, and its terms are expressly incorporated herein by reference:

Sec. 19-11. - Leasing municipal property.

(a) There shall be no entry into possession of any Macon-Bibb County owned premises which is the subject of any proposed lease with Macon-Bibb County until such lease is fully authorized and executed as required by this Code.

(b) All tenants of leased Macon-Bibb County-owned real estate shall abide by all terms, conditions and covenants contained in the lease agreement. Upon first knowledge by Macon-Bibb County of the failure of any tenant to abide by such terms, conditions or covenants, Macon-Bibb County shall give a written notice to the tenant of the lease agreement violation and that the tenant must cease and desist from committing the lease agreement violations within a period of ten (10) days or any longer period which may be specified by the applicable lease agreement. Upon the tenant's failure to present evidence that no provision of the lease agreement has been violated or, alternatively, to cease and desist from continuous violations of the lease agreement, the mayor shall initiate the appropriate legal process to terminate the lease agreement and remove the tenant from the premises. If the tenant takes corrective action acceptable to Macon-Bibb County within the grace period, then the possession of the leased premises shall continue, per the terms of the lease agreement. However, a second violation of the same lease provision during the balance of the lease period shall not be curable, but shall result in the initiation of the appropriate legal process to terminate the lease agreement and remove the tenant from the premises.

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

Article 8 Maintenance and Repair

8.1 Lessee's Obligations.

- A. LESSEE SHALL ACCEPT THE PREMISES "AS-IS." Except as provided in Section 8.2 below, Lessee, at Lessee's sole cost and expense, shall be responsible for making the Premises and the entire building of which it is a part fully compliant with all required local, state and federal regulations and guidelines, including those governing American with Disabilities Act, fire, life safety, environmental and OSHA codes, as the same may be amended from time to time. Except as set forth in Sections 1.3 above and 8.2 below, Lessee shall be responsible for all maintenance and costs relating to the Premises, including, but not limited to, all interior and exterior non-structural repairs, general cleanup, painting, and maintenance, as needed and required by Lessee's personal specifications and operational requirements, maintenance of all landscaping and removal of garbage, from exterior of the Premises; Lessee shall be specifically responsible for all water, sewer, plumbing, HVAC, electrical and all building systems located at the Premises. The County shall not be liable for temporary failure to furnish any services to be provided in accordance with this Lease when due to mechanical breakdown or any other cause beyond the reasonable control of the County.
- B. Lessee shall maintain the Premises at all times in a safe and neat condition and shall not permit the accumulation of any trash or debris on the Premises or around any buildings and shall provide proper containers for disposal of trash and debris;
- C. Lessee shall pay for all utilities at the Premises that it deems necessary for the operation of its business;
- D. Lessee shall be responsible for all costs of occupancy to keep Premises in a clean, commercially acceptable condition, including but not limited to, telephony, internet, pest control, security, and garbage services, and provide evidence to the County of self-conducted procedures or service contracts to perform the same.

- E. Lessee shall not be entitled to defer any required or necessary repair or maintenance obligation, and the County shall have reasonable rights of inspection to ensure compliance with such requirements. Should Lessee fail to keep its repair, cleaning, and maintenance obligations hereunder and if such failure continues for more than ten (10) days, the County has the right to perform such cleaning and maintenance activities without further notice to Lessee. If such right is exercised, Lessee shall pay to the County, upon receipt of invoice, the cost of such services plus twenty percent (20%) of such cost as an administrative fee;
- F. Lessee shall provide and maintain, at its expense, such fire extinguishers and appropriate mobile fire suppression systems in locations in or on the Premises as required by the local, state, and federal law; provided that it is the County's express preference that all fire extinguishers or fire suppression systems utilized on the Premises shall be PFAS-free wherever possible; and
- G. Without the County's prior written consent, Lessee shall not store any flammable material, such as gasoline, paint solvents, degreasing and similar combustibles on the Premises. In the event the County grants such consent, Lessee shall properly handle, store in accordance with all federal, state and local laws, statutes, ordinances, rules and regulations and remove upon the termination of this Lease. No such storage shall be permitted outside of the Premises.

8.2 County's Obligations.

- A. The County shall be responsible for repairs of structural and exterior walls, windows, foundation, roof, and main-line plumbing services of the Premises, except if such repair is required due to any negligent act, negligent omission, or willful misconduct of Lessee or any agents or employees of Lessee, or any persons on the Premises at the invitation of or with the permission of Lessee; in which case Lessee shall be responsible for such repair at its sole cost and expense;
- B. The County shall not be liable to Lessee for failure to furnish any services to be provided in accordance with this Lease when due to mechanical breakdown or any other cause beyond the reasonable control of the County and Lessee's sole remedy shall be to exercise its right of termination in accordance with Section 3.2 of this Lease.
- C. The County hereby agrees to allocate an amount not to exceed twenty thousand dollars and 00/100 cents (\$20,000) to be used to resolve any potential issues with the fire sprinkler/suppressant system during the first year of this Lease. Beginning in the second year of the Initial Term of this Lease, the County hereby agrees to allocate an annual amount of up to ten thousand dollars and 00/100 cents (\$10,000) for the maintenance and repair of the hangar doors for the duration of the Initial Term. Beginning in the second year of the Initial Term of this Lease, the County hereby agrees to allocate an annual amount of up to fifteen thousand dollars and 00/100 cents (\$15,000.00) for the maintenance and repair of the HVAC system for the duration of the Initial Term.
- D. The County hereby agrees to procure an ADA Compliance Survey for the Premises by the end of the first year of the Initial Term. The County agrees to pay an amount not to exceed \$30,000.00 to bring the Premises into ADA compliance as to any conditions on the Premises that the ADA Compliance Survey indicates are not in compliance at the time of the Survey. If the Premises remain out of ADA compliance after the County has expended \$30,000.00 to bring the Premises into compliance with the ADA and the Lessee is unable to continue business operations at the Premises as a result, this Agreement will terminate automatically, and without further obligation on the part of either Party, upon Lessee providing the County with notice of such.

8.3 Exclusions and Reservations.

- A. Lessee shall not interfere or permit interference with the effectiveness or accessibility of the drainage, sewerage, water, communications, or fire protection systems or any other part of the utility, electrical, or other systems installed or located from time to time at the Airport;
- B. The County reserves the right to establish rules and regulations governing access of the general public, including Lessee's customers and suppliers of goods and services in the building and the County shall provide a written notice to Lessee of any revisions;
- C. The rights and privileges granted pursuant to this Lease shall be subject to any and all reasonable rules and

regulations established by the County. The County reserves the right to make reasonable changes to any rules or regulations, minimum standards for aeronautical business activities for any persons or companies conducting a business at the Airport;

- D. The rights and privileges granted pursuant to this Article 8 shall not be exercised by Lessee in such a way as to interfere with or adversely affect other Lessees or the use, operation, maintenance or development of the Airport; and
- E. Any and all rights and privileges not specifically granted to Lessee pursuant to this Lease are hereby reserved for and to the County.

Article 9

Alterations and Improvements

9.1 Written Consent.

Lessee shall make no alterations or improvements to the assigned Premises without the prior written consent of the County. Notwithstanding the foregoing and subject to Section 9.2 below, Lessee shall be allowed to make, at its sole expense such interior modifications to non-loading bearing walls, doorways, and accesses as specifically reflected by plans prepared by an architect or other designer at Lessee's expense and submitted and approved in writing by the County ("**Lessee's Work**").

9.2 Conditions.

If Lessee requests permission to make improvements or alterations and permission is granted, the following conditions shall apply:

- A. Lessee shall obtain all required permits and licenses duly necessary to perform Lessee's Work and shall perform Lessee's Work in a workmanlike and professional manner consistent with all applicable zoning laws, building codes and other laws or regulations of any appropriate governing body, whether it be state, county or city, and Lessee's Work shall not be to the detriment of the inherent value of the Premises to the County at the end of the Term or earlier termination of the Lease;
- B. Prior to any construction within the Premises, all contractors and subcontractors to perform Lessee's Work will be required to execute an indemnification agreement in favor of the County, and to provide evidence of insurance satisfactory to the County (in at least the same amounts and form required for Lessee);
- C. Lessee shall provide an estimate of costs necessary to complete Lessee's Work and shall provide future cost estimates on any other alterations or improvements to the Premises;
- D. Lessee shall post with the County a performance and payment bond in an amount equal to the estimated cost of alterations or improvements to be delivered to the County under the provisions above;
- E. Lessee shall pay all financial obligations associated with costs necessary to complete Lessee's Work, including governmental, professional, and/or consulting fees associated therewith;
- F. Lessee agrees throughout the term of this Lease to maintain at its expense the Premises and any improvements, equipment or display within the Premises in a good state of repair and preservation. It is provided that Lessee shall be responsible for the cost of repair for any damage to the Premises or the adjacent grounds or improvements, caused by Lessee, its agents or employees. The County shall have the right to inspect the Premises at any reasonable time, provided that the exercise of such right shall not unreasonably interfere with Lessee's business. Lessee agrees to be solely responsible for any damage (other than normal wear and tear) resulting from the removal by Lessee of its personal property, trade fixtures, or signs; and
- G. Any work associated with any construction or installation shall not interfere with the permitted activities of other Airport Lessees and users.

Article 10

Title to Improvements

10.1 Title to Improvements.

Upon termination or expiration of this Lease, and subject to the terms and conditions hereof, Lessee's title to all leasehold improvements and fixtures shall vest and be owned by the County and Lessee agrees that it shall have no further interest in the leasehold improvements and fixtures. The foregoing shall not apply to items designated, whether directly or in kind, as trade fixtures by Lessee.

Upon prior inspection and written approval of the County, Lessee shall have the right to remove at the termination or expiration of this Lease any furnishings, trade fixtures, equipment and personal property which have not assumed the characteristics of the fixture; provided, Lessee shall not be in default hereunder, and provided further, that Lessee, at its sole cost and expense, shall repair or reimburse the County for the reasonable cost of repairing any damage which may be caused by such removal. Any such property remaining after the termination or expiration of this Lease shall at the option of the County (i) immediately become the property of the County or (ii) be removed by the County at Lessee's cost and expense.

Article 11

Construction Lien

11.1 Construction Lien.

The County's interest in the Premises shall not be subjected to any construction, mechanics, materialman's, tax, laborer's or any other lien, whether the County has given its written approval for the improvements or otherwise, and Lessee shall save and hold harmless the County and its interest in the Premises from any such lien or purported lien. Within fifteen (15) days of filing of any lien, Lessee shall cause same to be satisfied or shall post bond for the lien. Violation of this provision shall be deemed a default under this Lease and shall not be subject to any further cure period beyond the fifteen days contemplated in this Article.

Article 12

Ingress and Egress

12.1 Use of Public or Private Way

Lessee, its contractors, suppliers of material and furnishers of services, shall have the right of ingress and egress to the Premises via appropriate public or private way to be used in common with others having rights of passage within the Premises, provided that the County may, at its discretion, from time to time, substitute other means of ingress and egress so long as an alternate means of ingress and egress is available.

12.2 Road Closures

Lessee hereby releases and discharges the County, its successors and assigns, of and from any and all claims, demands or causes of action which Lessee may now or at any time hereafter have against any of the foregoing arising or alleged to arise out of the closing of any street, roadway, or other areas used as such, whether within or outside the Premises, provided that the County makes available to Lessee a means of ingress and egress as provided in 12.1 above.

Article 13

Taxes, Permits, and Licenses

13.1 Taxes, Permits, and Licenses.

Lessee shall pay (i) all costs of operating its equipment and business, and (ii) Lessee shall bear all costs of obtaining any permits, licenses, or other authorizations required by law in connection with the operation of its business at the Airport, and copies of all such permits, certificates, and licenses shall be forwarded to the County. As the Premises and all improvements thereon are and will be owned by the County, which is a governmental entity exempt from taxation, there shall be no *ad valorem* taxes on the Premises or leasehold, which shall also be a usufruct and not an estate-for-years. However, Lessee shall be responsible for all taxes due and levied on Lessee's personal property and equipment on the Premises.

Article 14 Insurance

14.1 General Insurance Provisions.

- A. Lessee shall provide, pay for, and maintain with insurance carriers rated "A" or better by Best's, the types of insurance described herein. All insurance shall be from responsible companies approved by the County and authorized to do business in the State of Georgia. All liability insurance policies of Lessee required herein shall provide a severability of interest provision. The insurance coverage's and limits required shall be evidenced by properly executed certificates of insurance. Each certificate shall be an original, signed by the authorized representative of the insurance company shown on the certificate with proof that he/she is an authorized representative thereof attached. The required policies of insurance shall be performable in Bibb County, Georgia, and shall be construed in accordance with the laws of the State of Georgia.
- B. All certificates shall provide that thirty (30) days' prior written notice, by registered or certified mail, return receipt requested, shall be given the County of any cancellation, intent not to renew, reduction in the policies' coverage's, or other material alteration. In the event of a reduction in any aggregate limit, Lessee shall take immediate steps to have it reinstated. If at any time the County requests a written statement from the insurance company as to any impairment to the aggregate limit, Lessee shall promptly authorize and have delivered such statement to the County. Lessee shall make up any impairment when known to it. Lessee authorizes the County to confirm all information furnished to the County, as to compliance with the insurance requirements herein, with Lessee's insurance agents, brokers, and insurance carriers. All insurance coverage's of Lessee shall be primary as regards any insurance or self-insurance program carried by the County.
- C. The acceptance of delivery by the County of any certificate of insurance evidencing Lessee's insurance coverage's and limits does not constitute approval or agreement by the County that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements herein.
- D. The certificates of insurance, or other evidence, must be filed with and approved by the County prior to any activity being performed on the Premises by Lessee.
- E. The insurance coverage's and limits required of Lessee are designed to meet the minimum requirements of the County. They are not designed as a recommended insurance program for Lessee. Lessee alone shall be responsible for the sufficiency of its own insurance program.
- F. Lessee and the County understand and agree that the limits of the insurance herein required may become inadequate based on Lessee's activities and industry practices, and Lessee agrees that it will increase such limits within thirty (30) days after receipt of notice in writing from the County. If any liability insurance required herein is to be issued or renewed on a "claims made" form as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of the Lease and shall provide that in the event of cancellation or non-renewal, the discovery period for insurance claims (Tail Coverage) shall be unlimited.
- G. All of the required insurance coverage's shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein. Submissions required by this Article shall be given to:

Middle Georgia Regional Airport
ATTN: Aviation Director
1000 Terminal Drive
Macon, Georgia 31216

- H. Renewal certificates of insurance shall be provided to the County a minimum of thirty (30) days prior to expiration of current coverage's.
- I. The County may terminate this Lease at any time should Lessee fail to provide or maintain the insurance coverage's required in this Lease.
- J. The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance

Service Office (ISO) policies, forms, and endorsements or broader where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the County.

- K. Lessee shall be responsible for paying any and all deductibles on claims made under the insurance policies acquired pursuant to this Lease.

14.2 Specific Limits and Insurance Requirements.

Lessee shall maintain insurance at the following minimum levels, from an insurer licensed to do business in Georgia, and holding an A.M. Best rating of at least A, and shall name the County as an additional insured on all policies, and as loss payee on all policies, and shall maintain current certificates of insurance on file with the County and MGRA at all times:

- i. Worker's Compensation Insurance at statutory levels;
- ii. Automobile bodily injury and property damage liability insurance at \$1,000,000.00 per occurrence for any sublessee-owned automobiles;
- iii. General Commercial Liability Insurance at \$2,000,000.00 per occurrence, up to \$2,000,000.00 in the aggregate;
- iv. Pollution and Environmental insurance at \$3,000,000.00 per occurrence;
- v. Casualty insurance to repair or replace the Premise, as a result, in whole or in part, of Lessee's use, acts, or omissions on the Premises, or any other casualty, in the amount not less than the replacement value of the Premises, or \$15,000,000, whichever is greater. The County will provide current schedule of replacement value of the Premises maintained by the County for the Lessee within 30 days of the full execution of this Lease;
- vi. Umbrella liability insurance in the amount of \$2,000,000 per occurrence, up to \$4,000,000 in the aggregate; and
- vii. All Risk Property Insurance covering Lessee's property, improvements, and equipment located at the Premises.

The proceeds of all insurance policies obtained under this paragraph shall be used for the repair, reconstruction, restoration, or replacement of the buildings, improvements, or other structures located on the Premises, and Lessee shall pay for any expenses associated with repair, replacement, restoration, or reconstruction of any or all of the Premises in excess of the amounts of any proceeds from any insurance policies. This provision shall survive the expiration or termination of this Lease.

14.3 Aircraft Maintenance Insurance for Commercial Aircraft Only

At such time when Lessee shall have aircraft on the Premises for maintenance and modification work, Lessee agrees to obtain sufficient insurance to cover the value of such aircraft. Lessee shall be solely responsible for any aircraft stored on Premises and under Lessee's care, custody, or control and Lessee agrees to indemnify and hold harmless the County for any such damage, harm, or other impairment that may occur to such aircraft.

Article 15

Indemnification

15.1 Indemnification.

Lessee agrees to protect, defend, reimburse, indemnify and hold the County, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines, and damages (including, without limitation, attorney fees and costs incurred prior to trial, at trial, on any appeal, and in any bankruptcy proceeding) and causes of action of every kind and character, known or unknown, against the County by reason of any damage to property or the environment, including any contamination of Airport property beyond those identified in the Phase One report, attached to this Lease and incorporated herein by reference, caused by Lessee and its business invitees or customers such as the soil or storm water by fuel, gas, chemicals, or other substances deemed by the federal Environmental Protection Agency ("EPA") to be environmental contaminants at the time this Lease is executed or as may be redefined by the appropriate regulatory agencies in the future or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with this Lease, Lessee's use or occupancy of the Premises, Lessee's acts, omissions or operations under this Lease or the performance, nonperformance or purported performance of Lessee or any breach of the terms of this Lease unless caused by the negligence or willful misconduct of the County or its employees, agents, elected officers. **Lessee recognizes the broad nature of this indemnification and hold harmless clause and voluntarily makes this covenant, and expressly acknowledges that the County would not enter into this Lease without this indemnification.** This clause shall survive the termination or expiration of this Lease. Compliance with the insurance requirements as attached hereto shall not relieve Lessee of its liability or obligation to indemnify the County as set forth in this Article.

Notwithstanding the foregoing, the on-site underground storage tanks are expressly excluded from this Lease and Lessee shall not and shall not be required to protect, defend, reimburse, indemnify and hold the County, its agents, employees and elected officers and each of them from and against any and all claims as they relate to the on-site underground storage tanks including but not limited to any environmental damages including but not limited to any contamination of Airport property such as the soil or storm water by fuel, gas, chemicals, or other substances deemed by the federal Environmental Protection Agency ("EPA") to be environmental contaminants at the time this Lease is executed or as may be redefined by the appropriate regulatory agencies in the future.

Article 16

Compliance with Laws, Regulations, Ordinances, and Rules

16.1 Compliance.

Lessee shall at all times comply with applicable federal, state and local laws and regulations, Airport Rules and Regulations, minimum standards for aeronautical business activities, leasehold development standards, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state or local government, or County including but not limited to permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport. This shall include, but not be limited, to Lessee precluding its employees, agents, customers or invitees from entering upon any restricted area of the Airport as noted in procedures, rules or regulations of the County or CFR Parts 1540 and 1542 of the United States Department of Transportation as currently exists or as revised, modified or amended from time to time. In addition to other remedies provided hereunder, any violation of Airport procedures or CFR Parts 1540 and 1542 shall subject Lessee to an administrative damages payment of five hundred dollars (\$500.00) (in consideration for the administrative processing required by the County to process and to respond to a violation) and to damages equal to the greater of (1) one thousand dollars (\$1,000) per occurrence (in consideration for damages which might be suffered by the the County in the form of fines or administrative procedures resulting from such violation), or (2) the civil fine imposed by the Department of Homeland Security upon the County as a result of the violation. This amount must be paid by Lessee within ten (10) days of written notice.

16.2 Anti-Corruption.

Each Party represents to the other Party that it has complied, and will continue to comply, with relevant anti-corruption and anti-money laundering laws to the extent that they apply to such Party's obligations and activities stipulated in this Lease. Each Party further represents that, in all matters relating to this Lease, it has acted, and will continue to act in strict compliance with

internationally accepted ethical and business integrity standards. Each Party represents to the other Party that (i) such Party has a code of ethics (or functionally equivalent document) and/or an anti-corruption policy (or functionally equivalent document) (“Code”) which guides the conduct of its officers and employees, (ii) such Code contains anti-corruption provisions consistent with internationally accepted ethical and business integrity standards, and (iii) such Party maintains internal procedures reasonably designed and conceived to enforce and promote the compliance with the anti-corruption provisions of the Code, which includes, inter alia, training, monitoring, auditing and disciplining provisions.

Article 17

FAA Approval

17.1 FAA Approval.

This Lease may be subject to approval of the Federal Aviation Administration (herein referred to as the “FAA”). If the FAA disapproves the Lease, either party may terminate the Lease immediately by providing written notice.

17.2 FAA Required Contract Terms.

This Lease is subject to and Lessee shall abide by the FAA Required Contract Provisions, attached as Exhibit C hereto.

ARTICLE 18.

ENVIRONMENTAL REPRESENTATIONS

18.1 Environmental Representations.

Notwithstanding any other provisions of this Lease, and in addition to any and all other Lease requirements, and any other covenants, indemnities and warranties of Lessee, Lessee hereby expressly warrants, guarantees, and represents to the County, upon which the County expressly relies that:

- A. Lessee is knowledgeable of any and all federal, state, regional and local governmental laws, ordinances, regulations, orders and rules, without limitation which govern or which in any way apply to the direct or indirect results and impacts to the environmental and natural resources due to, or in any way resulting from, the conduct by Lessee of its operations or upon the Premises. Lessee agrees to keep informed of future changes in environmental laws, regulations and ordinances;
- B. Lessee agrees to comply with all applicable federal, state, regional and local laws, regulations and ordinances protecting the environmental and natural resources and all rules and regulations promulgated or adapted as some may from time to time be amended and accepts full responsibility and liability for such compliance;
- C. Lessee shall, prior to commencement of any such operations pursuant to this Lease, secure any and all permits, and properly make all necessary notifications as may be required by any and all governmental agencies having jurisdiction over parties or the subject matter hereof;
- D. Lessee, its employees, agents, contractors, and all persons working for, or on behalf of Lessee, have been fully and properly trained in the handling and storage of all such hazardous waste materials and other pollutants and contaminants; and such training complies with any and all applicable federal, state and local laws, ordinances, regulations, rulings, orders and standards which are now or are hereinafter promulgated;
- E. Lessee agrees that it will neither handle nor store any toxic waste materials on the Premises;
- F. Lessee shall provide the County satisfactory documentary evidence of all such requisite legal permits and notifications as hereinabove required; and
- G. Lessee agrees to cooperate with any investigation, audit or inquiry by the County or any governmental agency regarding possible violation of any environmental law or regulation.

18.2 Generator of Hazardous Waste.

If Lessee is deemed to be a generator of hazardous waste, as defined by state, federal, or local law, Lessee shall obtain an EPA identification number and the appropriate generator permit and shall comply with all federal, state, regional and local requirements imposed upon a generator of hazardous waste including, but not limited to, ensuring that the appropriate transportation and disposal of such materials are conducted in full compliance with the law.

18.3 Inventory List.

Provisions shall be made by Lessee to have an accurate inventory list (including quantities) of all such hazardous, toxic and other contaminated or polluted materials, whether stored, disposed of or recycled, available at all times for inspection at any time on the Premises by the County officials and also by Fire Department Officials or regulatory personnel having jurisdiction over the Premises, for implementation of proper storage, handling and disposal procedures.

18.4 Notification and Copies.

Notification of all hazardous waste activities by Lessee shall be provided on a timely basis to the County or such other agencies as the County may from time to time designate. Lessee agrees that upon requests of the County, a twenty-four (24)-hour emergency coordinator and phone number shall be furnished to the County and to such state and county officials as are designated by the County, in case of any spill, leak or other emergency situation involving hazardous, toxic, flammable or other pollutants or contaminated materials. Designation of this emergency coordination may be required by existing federal, state, regional or local regulations, which require such designation regardless of such request by the County.

Lessee agrees to provide the County copies of all permit application materials, permits, monitoring reports, environmental response plan, and regulated materials storage and disposal plans, within ten (10) days prior to their required submittal to regulation agencies having jurisdiction over such matters.

18.5 Violation.

- A. If the County receives a notice from any governmental entity asserting a violation by Lessee of applicable law or of Lessee's covenants and agreements contained herein, or if the County otherwise has reasonable grounds upon which to believe that such a violation has occurred, the County shall have the right, but not the obligation, to contract, at Lessee's sole cost and expense, for the services of persons ("**Site Reviewers**") to enter the Premises and perform environmental site assessments for the purpose of determining whether there exists any environmental condition that could result in any liability, cost or expense to the County. The Site Reviewers shall perform such tests on the Premises as may be necessary, in the opinion of the Site Reviewers, to conduct a prudent environmental site assessment. Lessee shall supply such information as is requested by the Site Reviewers. In the event the County conducts testing due to information other than a notice of violation from a governmental County, and the testing does not reveal any contamination other than the contamination referenced in Article 18 of this Lease, the County agrees to bear all costs associated with the testing; and
- B. If Lessee receives a notice of violation or similar enforcement action or notice of noncompliance, Lessee shall provide a copy of same to the County within twenty-four (24) hours of receipt by Lessee or Lessee's agent. Violation of any part of the provisions of this Article or disposition by Lessee of any sanitary waste, pollutants, contaminants, hazardous waste, toxic waste, industrial cooling water, sewage or any other materials in violation of the provisions of this Article shall be deemed to be a default under this Lease if not cured within ten (10) days of receipt of notice from the County shall be grounds for termination of this Lease, and shall also provide the County grounds for taking whatever other action it may have in addition to termination based upon default as provided for under this Lease.

ARTICLE 19.

FEDERAL STORM WATER REGULATIONS

19.1 Federal Storm Water Regulations.

Notwithstanding any other provisions or terms of the Lease, Lessee acknowledges that certain properties and uses of properties within the Airport or on County owned land are subject to Federal, State and/or local storm water regulations. Lessee agrees to observe and abide by said regulations as applicable to the Premises and use thereof by Lessee.

Notwithstanding any other provisions or terms of this Lease, including Lessee's right to quiet enjoyment, the County and Lessee both acknowledge that close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Lessee acknowledges that it may be necessary to undertake to minimize the exposure of storm water to "significant materials" generated, stored, handled or otherwise used by Lessee, as defined in the applicable storm water regulations, by implementing and maintaining "Best management practices."

The County will provide Lessee with written notice of those storm water discharge permit requirements, that are in the County's storm water permit, that Lessee will be obligated to perform from time to time, including, but not limited to: certification of non-storm water discharges; collection of storm water samples for analysis of such samples for contamination; preparation of storm water pollution prevention or similar plans; implementation of Best management practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Lessee within seven (7) days of receipt of such written notice shall notify the County in writing if it disputes any of the storm water discharge permit requirements it is being directed to undertake. If Lessee does not provide such timely notice, it is deemed to assent to undertake such requirements. If Lessee provides the County with timely written notice that it disputes such storm water discharge permit requirements, the County and Lessee agree to negotiate a prompt resolution of their differences. Lessee warrants that it will not object to written notice from the County for purposes of delay or avoiding compliance.

Lessee agrees to undertake those storm water discharge permit requirements for which it has received written notice from any governmental entity charged with enforcement of storm water regulations. Lessee acknowledges that time is of the essence and will make every effort to meet any and all deadlines that may be imposed on it.

The County agrees to provide Lessee, at its request, with any nonprivileged information collected and submitted to any governmental entity pursuant to applicable storm water regulations.

The County will give Lessee written notice of any breach by Lessee of the County's storm water discharge permit or the provisions of this section. If such a breach is material, and, if of a continuing nature, the County may terminate this Lease. Lessee agrees to cure promptly any breach caused by Lessee or as a direct result of Lessee's operation.

Lessee agrees to participate in any County-organized task force or other work group established to coordinate storm water activities at the Airport. In addition, Lessee agrees to participate in the County's Environmental Compliance Program and is subject to and agrees to periodic inspections conducted by Airport staff to monitor the management, handling, storage, and disposal practices associated with any petroleum substances, hazardous substances, or waste materials.

All such remedies of the County with regard to environmental requirements as set forth herein shall be deemed cumulative in nature and shall survive termination of this Lease.

Lessee shall be strictly liable for, and hereby expressly assumes all responsibility for all citations, fines, environmental controls and monitoring, clean-up and disposal, restoration and corrective measures resulting from or in any way connected with the improper use, handling, storage or disposal of all pollutants or contaminated materials, as same are defined by law, by Lessee, any predecessor, or by Lessee's employees, or any predecessor's employees, invitees, suppliers or service or providers of materials or any other person whomsoever, regardless of whether or not a default notice has been issued and notwithstanding any other obligations imposed upon Lessee pursuant to the terms of this Lease.

ARTICLE 20.

ENVIRONMENTAL INSPECTION

20.1 Environmental Inspection at End of Lease Term.

Within the last sixty (60) days of the Lease or after Lease termination or expiration, the County shall have the right to have an environmental inspection performed to determine the status of any hazardous substances or hazardous waste as defined by the Comprehensive and Environmental Response, Compensation and Liability Act of 1980 (CERCLA), 42 U.S.C. section 9601(14) pollutants or contaminants as defined in CERCLA, 42 U.S.C. section 9604 (A)(2) or hazardous waste as defined in the Resource Conservation and Recovery Act (RCRA) 42 U.S.C. section 6903(5) or other similar applicable federal or state laws and regulations, including, but not limited to asbestos, PCB's, urea formaldehyde, and radon gas existing on the Premises or whether any said substances have been generated, released, stored or deposited over, or presently exist beneath or on the Premises from any source.

Lessee hereby expressly agrees to indemnify and hold the County Indemnities harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in any way caused by, Lessee's failure to comply with any and all applicable federal, state, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter promulgated for the purpose of protecting the environment. Lessee understands that this indemnification is in addition to and is a supplement of Lessee's indemnification set forth in other provisions of this Lease and Lessee is in full understanding to the extent of this indemnification and hereby expressly acknowledges the County would not execute this Lease without this indemnity. This provision of the Lease shall survive the expiration or termination of the Lease. If there is any contamination caused by Lessee, or arising by reason of Lessee's use or occupancy of the Premises, Lessee shall immediately take such action as is necessary to clean up and remediate such contamination at its own expense in accordance with applicable federal, state, and local law. The remediation must continue until the applicable governmental authorities have determined that no further action is necessary. If the County is unable to lease the Premises during the period of cleanup and remediation due to the environmental condition or cleanup work being performed, in addition to any other damages, Lessee shall be responsible for payment of lost rent or lost use to the County.

The firm(s) conducting the site inspection or the site cleanup work must be qualified and approved by the County, and the methodology used by such firm shall be consistent with the then current engineering practices and methods required by the State of Georgia or the United States government and be acceptable to the County.

Lessee understands and agrees that it is strictly liable for any environmental violation or harm, or any contamination to the soil or the water table caused by Lessee, or occurring by reason of Lessee's use or occupancy of the Premises. Said liability shall extend beyond the term of the Lease until retesting determines all such contamination has been remedied, retested and determined to be free of contamination.

ARTICLE 21.

STORAGE TANKS

21.1 Storage Tanks.

Lessee agrees that it will not have any underground or above ground storage tanks on the Premises unless specifically authorized in writing by the County. If any tank is authorized by the County, Lessee covenants and agrees that it will comply with all laws and regulations concerning the installation, operation, maintenance and inspection of both above ground and underground storage tanks including financial responsibility requirements.

ARTICLE 22.

AMERICANS WITH DISABILITIES ACT

22.1 Compliance with ADA.

Lessee shall to the extent applicable comply with the requirements of "The Americans with Disabilities Act" (ADA) as

published in the Federal Register, Volume 56, No. 144. Lessee shall ensure any and all modifications made to the Premises will be in compliance with the ADA as required by law.

ARTICLE 23.

AFFIRMATIVE ACTION

23.1 Affirmative Action.

Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the ground of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee assures that it will require that its covered suborganizations provide assurances to Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

ARTICLE 24.

NONDISCRIMINATION

24.1 Nondiscrimination.

Lessee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airport facilities; and (2) that Lessee shall use the Airport Premises in compliance with all requirements imposed or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, the County shall have the right to terminate the Lease.

ARTICLE 25.

RIGHTS RESERVED TO THE COUNTY

25.1 Rights Reserved.

Rights not specifically granted to Lessee by this Lease are expressly and independently reserved to the County. The County expressly reserve(s) the right to prevent any use of the described Premises, which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

ARTICLE 26.

RIGHT OF ENTRY

26.1 Right of Entry.

The County, through its authorized official, or designee, shall have the right to enter the Premises assigned herein to Lessee for the purposes and to the extent necessary to protect the County's rights and interest, to provide for periodic inspection of said Premises from the standpoint of safety and health, and to check Lessee's compliance with the terms of this Lease and Landlord's lease provided: (a) The County provides Lessee with at least forty-eight (48) hours advance written notice; (b) provided such inspection does not unreasonably interfere with Lessee's business operations.

ARTICLE 27.

RIGHT OF FLIGHT

27.1 Right of Flight.

It shall be a condition of this Lease that County reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property owned by County, together with the right to cause in said airspace, such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Airport.

Lessee further expressly agrees for itself, its successors and assigns to restrict the height of structures, objects of natural growth and other obstruction on Premises to such a height so as to comply with Federal Aviation Regulation, Part 77.

ARTICLE 28.

PROPERTY RIGHTS RESERVED

28.1 Property Rights Reserved.

This Lease shall be subject and subordinate to all the terms and conditions of any instruments and documents under which County acquired the land or improvements thereon, of which said Premises are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Lessee understands and agrees that this Lease shall be subordinate to the provisions of any existing or future agreement between County and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity.

ARTICLE 29.

SIGNS

29.1 Written Approval.

Except with prior written approval of the County, which may be withheld at the County's sole discretion, Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior parts of the Premises or in the Premises so as to be visible from outside the Premises.

29.2 Removal.

Upon the expiration or termination of the Lease, Lessee shall remove, obliterate or paint out, as the County may direct, at its sole discretion, any and all signs and advertising on the Premises and, in connection therewith, shall restore the portion of the Premises affected by such signs or advertising to the same conditions as existed prior to the placement of such signs or advertising. In the event of failure on the part of Lessee to remove, obliterate or paint out each and every sign or advertising and to so restore the Premises, the County may perform the necessary work and Lessee shall be bound to pay these costs to the County.

ARTICLE 30.

QUIET ENJOYMENT

30.1 Quiet Enjoyment.

The County covenants that Lessee shall and may peaceably and quietly have, hold and enjoy the demised Premises and all parts thereof for the term hereby granted, subject to the terms and provisions of this lease.

ARTICLE 31.
MORTGAGE RIGHTS OF LESSEE

31.1 Mortgage Rights of Lessee.

Lessee may mortgage, pledge, or hypothecate its personal property and leasehold interest provided Lessee as a condition precedent first provides to the County written evidence that the priority rights of the County under this Lease will not be adversely affected by such action.

ARTICLE 32.
SEPARATE COVENANT

32.1 Separate Covenant.

Lessee shall not for any reason withhold or reduce Lessee's required payments of rent and other charges, or amounts due, as provided in this Lease, it being expressly understood and agreed by the parties that the payment of rent and additional amounts due hereunder is a covenant by Lessee that is independent of the other covenants of the parties hereunder.

ARTICLE 33.
ASSIGNMENT AND SUBLETTING

33.1 Assignment and Subletting.

Lessee may only assign this Lease with the written consent of the County, except that agents, vendors, and invitees of Lessee may utilize the Premise with Lessee's consent. Any proposed assignee of Lessee must demonstrate equal or greater net worth or financial ability to undertake the obligations under this Lease as those of Lessee. All fees associated with a Lessee-initiated assignment of this Lease shall be payable by Lessee, including attorney fees of the County. This Lease will bind and inure to the benefit the parties, their successors, and their permitted assigns.

ARTICLE 34.
CORPORATE TENANCY

34.1 Corporate Tenancy.

If Lessee is a corporation, limited liability company or other artificial entity, the undersigned officer of Lessee hereby warrants and certifies to the County that Lessee is an entity in good standing and is authorized to do business in the State of Georgia and shall provide proof of good standing to the County. The undersigned officer of Lessee hereby further warrants and certifies to the County that he or she, as such officer, is authorized and empowered to bind the entity to the terms of this Lease by his or her signature thereto and its officers, directors, shareholders, members and affiliates are not in violation of any Georgia laws regarding Public Entity crimes upon execution hereof.

ARTICLE 35.
EMINENT DOMAIN

35.1 Eminent Domain.

In the event that the any governmental entity shall, by exercise of the right of eminent domain, or transfer in lieu thereof, or any other power, acquire title in whole or in part of the Airport, including any portion assigned to Lessee, Lessee shall have no right of recovery whatsoever against the County but shall make its claim for compensation solely against the such governmental entity.

ARTICLE 36.
SURRENDER OF PREMISES

36.1 Surrender of Premises.

Lessee shall surrender up and deliver the leased Premises to the County upon termination or expiration of this Lease in the same condition as existed at the commencement of the Lease, ordinary wear and tear excepted and failure to do so will result in a tenancy at sufferance and Lessee shall be obligated to pay double rent. Provided Lessee is not in violation of any of the terms and conditions herein or in default in the payment of rents, fees and any charges required under this Lease, Lessee, at the termination of this Lease, shall remove all of its personal property from the Premises forthwith. Failure on the part of Lessee to remove its personal property on the date of termination shall constitute a gratuitous transfer of title thereof to the County for whatever disposition is deemed to be in the best interest of the County. Any costs incurred by the County in the disposition of such personal property shall be borne by Lessee.

ARTICLE 37.
NO ACCEPTANCE BY SURRENDER

37.1 No Acceptance by Surrender.

No act or thing done by the County or the County's agents or employees during the term of this Lease shall be deemed an acceptance of the surrender of this Lease and no acceptance of a surrender shall be valid unless in writing.

ARTICLE 38.
PERSONAL PROPERTY AND TRADE FIXTURES

38.1 Personal Property.

Any personal property of Lessee or of others placed in the leased Premises shall be at the sole risk of Lessee or the owners thereof, and the County shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage, and Lessee hereby waives all rights of subrogation or recovery from the County for such damage, destruction or loss.

38.2 Trade Fixtures.

Lessee shall, at all times, and upon termination or expiration of this Lease, have the right or may be required by the County to remove all trade fixtures, machinery, equipment, appurtenances and personal property heretofore or hereafter owned and/or installed by Lessee, it being expressly understood and agreed that said property shall not become part of the Premises but shall at all times be and remain the property of the Lessee and the same shall never be subject to any landlord's lien. Lessee shall repair any damage or imperfections in the Premises caused by such removal.

ARTICLE 39.
APPLICABLE LAW AND VENUE

39.1 Applicable Law and Venue.

This Lease shall be construed in accordance with the laws of the State of Georgia. Venue for any action brought pursuant to this Lease shall be in Bibb County, Georgia. Any action for breach of or enforcement of any provision of this Lease shall be brought in the Superior Court of Bibb County, Georgia or the Federal Court for the Middle District of Georgia.

ARTICLE 40.
ATTORNEY'S FEES AND COSTS

40.1 Attorney's Fees and Costs.

In the event legal action is required hereunder to enforce the rights of the parties pursuant to this Lease, except as specifically set forth in this Lease or as specified by law, each party in such action shall pay its own costs and attorney's fees, including appellate fees.

ARTICLE 41.
SEVERABILITY

41.1 Severability.

The invalidity of any portion, article, paragraph, provision or clause of this Lease shall have no effect upon the validity of any other part of portion thereof.

ARTICLE 42.
NOTICES AND COMMUNICATIONS

42.1 Notice and Communication.

All notices or other communications to the County or to Lessee pursuant hereto shall be deemed validly given, served, or delivered, upon deposit in the United States mail, certified and with proper postage and certified fee prepaid, addressed as follows:

TO THE COUNTY:

Middle Georgia Regional Airport
ATTN: Aviation Director
1000 Terminal Drive
Macon, Georgia 31216

and

Macon-Bibb County
ATTN: Mayor and County Attorney
700 Poplar Street
Macon, Georgia 31201

TO LESSEE:

or to such other address as the addressee may designate in writing by notice to the other party delivered in accordance with the provisions of this paragraph.

ARTICLE 43.
SUBORDINATION OF BOND RESOLUTION

43.1 Subordination of Bond Resolution. Intentionally omitted.

ARTICLE 44.
FEDERAL RIGHT TO RECLAIM

44.1 Federal Right to Reclaim.

In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Premises are located, for public purposes, then this Lease shall hereupon terminate and the County shall be released and fully discharged from any and all liability hereunder. In the event of such termination, Lessee's obligation to pay rent shall cease, however, nothing herein shall be construed as relieving Lessee from any of its liabilities relating to events or claims of any kind whatsoever prior to such termination.

ARTICLE 45.
RELATIONSHIP OF PARTIES

45.1 Relationship of Parties.

Lessee is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and the County shall in no way be responsible therefore.

ARTICLE 46.
MISCELLANEOUS

46.1 Binding.

All of the terms and provisions hereof shall be binding upon and the benefits inure to the parties hereto and their heirs, personal representatives, successors and assigns. Wherever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. This Lease, and instruments or documents relating to same, shall be construed under Georgia law. This Lease represents the complete Lease between the parties and any prior Leases or representations, whether written or verbal, are hereby superseded. This Lease may subsequently be amended only by written instrument signed by the parties hereto.

46.2 Holdover.

Lessee shall surrender possession at the end of the Term. If Lessee remains in the Premises after the end of the Term, in addition to any remedies available to the County in law or equity, Lessee shall be required to pay in cash or equivalent the amount of the Rent then due, plus 50% monthly Rent due under the most previous Term, with Additional Rent assumed at maximum, on the first of each month during holdover. Lessee shall restore the Premises in substantially the same condition as of the Date of Commencement, normal wear and tear excepted.

46.3 Brokerage.

The parties have not engaged or used the services of any broker for the transaction and agree not to do the same.

46.4 Defueling/Refueling.

If Lessee's operations require defueling, fueling, and/or refueling of planes, such operations are understood to be subject to MGRA's fuel flowage fees, and the Lease will require Lessee to pay to the County MGRA's fuel flowage fees for the same at applicable rates during the Term.

[Remainder of page intentionally left blank.- signatures begin in next page]

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

On Behalf of Macon-Bibb County:

By: _____
Lester M. Miller, Mayor Date

Attest: _____
Janice S. Ross, Clerk of Commission Date

[COUNTY SEAL]

On Behalf of Tri-State Charter LLC:

By: _____
Date

Attest: _____
Date

Exhibit C
FAA Required Provisions

For purposes of the foregoing sections, Tenant or Lessee may also be referred to as “contractor” or “concessionaire”, the Airport or COUNTY may also be referred to as “sponsor” or “owner”, and this Lease or Agreement may also be referred to as the “agreement” or “contract”.

A. General Civil Rights Provisions

The tenant/concessionaire/lessee and its transferee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program.

In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:

- (a) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) The period during which the airport sponsor or any transferee retains ownership or possession of the property.

B. Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- 1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in this Section B in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

C. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq.)

D. Non-Discrimination Clauses for the Transfer of Real Property Acquired or Improved Under the Department of Transportation Activity, Facility or Program.

1. The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that(1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) in the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and service in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the sponsor will have the right to terminate this Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Lease had never been made or issued.

E. Fair Labor Standards Act

This Lease incorporates by reference the provisions of 29 U.S.C. § 201, et seq. (the Federal Fair Labor Standards

Act (FLSA)), and its implementing regulations, with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full- and part-time workers.

Lessee has full responsibility to monitor compliance to the referenced statute and regulation. Lessee must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

Exhibit A

Premises



Exhibit B

Exclusive Parking Spaces





LEGISLATIVE SPONSORS

- | | |
|--|---|
| ☒ MAYOR LESTER M. MILLER | ☐ MAYOR PRO TEMPORE SETH CLARK |
| ☐ COMMISSIONER VALERIE WYNN | ☐ COMMISSIONER PAUL BRONSON |
| ☐ COMMISSIONER STANLEY STEWART | ☐ 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 TRANSFER CERTAIN REAL PROPERTY TO THE URBAN DEVELOPMENT AUTHORITY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Macon-Bibb County Urban Development Authority (the “Authority”) has been established to create, plan, and implement a program of economic development and revitalization in the urban areas of Macon-Bibb County; and

WHEREAS, Macon-Bibb County presently owns the real property identified by Tax Parcels ID Nos. Q0740465, Q0740459, Q0740464, and Q0740462, as well as certain former right-of-way duly abandoned by the Commission pursuant to Resolution R-24-0112, totaling 1.3 acres more or less (the “Property”), as shown on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, in April 2022, by Resolution R-22-0076, the Macon-Bibb County Commission authorized the Mayor to enter into a preliminary development agreement with the UDA and Gateway-75, LLC for the construction of the D.T. Walton Way mixed-use development and parking deck; and

WHEREAS, as part of that agreement, Macon-Bibb County agreed to transfer the Property to the UDA to be used in the development of the D.T. Walton Way project; and

WHEREAS, the transfer of this Property will enable the Authority to advance its mission of development and redevelopment in the Downtown areas of Macon-Bibb County, Georgia; 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 Mayor is authorized to convey the real property identified as Tax Parcels ID Nos. Q0740465, Q0740459, Q0740464, and Q0740462, as well as certain former right-of-way duly abandoned by the Commission pursuant to Resolution R-24-0112, totaling 1.3 acres more or less, to the Urban Development Authority.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded by the Clerk of Commission to the Executive Director of the Urban Development Authority.

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 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 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 that except as specifically provided herein, any and all resolutions or parts of 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. To the extent that this Resolution is construed by any appropriate authority as being substantively an act of ordinance and not an act of resolution, then

this Resolution shall operate further to repeal all prior ordinances or parts of ordinances in conflict herewith.

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 the Commission

*C:\Users\Sddavis\AppData\Local\Microsoft\Windows\Inetcache\Content.Outlook\PDC1GPYS\2024 Miller
Authorizing Transfers Along DT Walton Way And Plum Street To UDA -10-15-24.Docx*

EXHIBIT A

THE FOLLOWING GOVERNMENTAL BODIES HAVE APPROVED THIS MAP, PLAT, OR PLAN FOR FILING: (OR THE FOLLOWING GOVERNMENTAL BODIES HAVE AFFIRMED THAT APPROVAL IS NOT REQUIRED)

OWNERS CERTIFICATION:
STATE OF GEORGIA, COUNTY OF BIBB
THE UNDERSIGNED CERTIFIES THAT HE IS THE OWNER OF THE LAND SHOWN ON THIS PLAT AND ACKNOWLEDGES THIS PLAT AND ALLOTMENT TO BE HIS FREE ACT AND DEED AND DEDICATES TO PUBLIC USE FOREVER ALL AREAS SHOWN OR INDICATED ON THIS PLAT AS STREETS, ALLEYS, EASEMENTS, OR PARKS. I ALSO UNDERSTAND THAT SAID DEDICATION DOES NOT IMPLY ACCEPTANCE BY THE APPLICABLE GOVERNING BODY FOR MAINTENANCE OF ANY STREETS, ALLEYS, EASEMENTS OR PARKS, AND THAT APPROPRIATE PETITIONS MUST BE MADE TO AND APPROVED BY THE APPLICABLE GOVERNING BODY FOR PUBLIC MAINTENANCE.

DATE _____ AGENTS SIGNATURE _____

FIRE DEPARTMENT CERTIFICATION
(A) APPROVED BY MACON-BIBB COUNTY FIRE DEPARTMENT

DATE _____ FIRE OFFICIAL _____

(B) APPROVAL SUBJECT TO INSTALLATION OF PROPER WATER MAINS AND FIRE HYDRANTS
MACON-BIBB COUNTY FIRE DEPARTMENT

DATE _____ FIRE OFFICIAL _____

(C) APPROVED—LIMITED WATER SUPPLY—NO FIRE HYDRANTS WITHIN 500 FEET—IN COUNTY ONLY.

DATE _____ FIRE OFFICIAL _____

HEALTH DEPARTMENT CERTIFICATION
(A) APPROVAL OF THIS PLAT BY THE DEPARTMENT OF HEALTH IS SOLELY FOR THE PURPOSE OF PERMITTING IT TO BE RECORDED IN THE BIBB COUNTY SUPERIOR COURT. SAID APPROVAL DOES NOT IMPLY NOR IS IT INTENDED TO GRANT PERMISSION TO ANY PERSON TO CONSTRUCT ANY BUILDING OR TO INSTALL A SEWAGE DISPOSAL SYSTEM OR WATER SUPPLY SYSTEM ON PROPERTY COVERED BY THIS PLAT.

APPROVED FOR RECORDING PURPOSES ONLY
MACON-BIBB COUNTY HEALTH DEPARTMENT

DATE _____ MACON-BIBB CO. HEALTH DEPARTMENT DESIGNEE _____

(B) HEALTH DEPARTMENT APPROVAL RELATES TO GENERAL SUBDIVISION LOT LAYOUT ONLY. INDIVIDUAL APPROVAL REQUIRED FOR EACH LOT PRIOR TO CONSTRUCTION.
(C) RESTRICTED TO PUBLIC SEWERS AND PUBLIC WATER SUPPLY.
(D) APPROVED BY MACON-BIBB COUNTY DEPARTMENT OF HEALTH.

DATE _____ MACON-BIBB CO. HEALTH DEPARTMENT DESIGNEE _____

THE BLANKS ON THE CERTIFICATION STATEMENT OF MACON-BIBB COUNTY HEALTH DEPARTMENT SHALL BE COMPLETED BY THE DIRECTOR OF ENVIRONMENTAL HEALTH, OR HIS DESIGNEE, SO AS TO INDICATE WHETHER APPROVAL IS BASED UPON THE USE OF INDIVIDUAL SEWERAGE SYSTEMS, INDIVIDUAL WATER SUPPLIES, A COMMUNITY SEWERAGE SYSTEM, A COMMUNITY WATER SUPPLY OR A COMBINATION THEREOF.

I CERTIFY THAT THE FINAL PLAT LAYOUT MEETS THE PLATTING REQUIREMENTS OF THE COUNTY OF MACON-BIBB ENGINEERING DEPARTMENT. THE COUNTY OF BIBB DOES NOT, BY THIS APPROVAL, ACCEPT THE DEDICATION, IF ANY, OF DRAINAGE EASEMENTS AND ASSUMES NO RESPONSIBILITY FOR THEIR MAINTENANCE.

DATE _____ MACON-BIBB CO. ENGINEER OR DESIGNEE _____

I CERTIFY THAT THE SPECIFICATIONS OF THE WATER AND/OR SEWER LINES MEET THE MINIMUM REQUIREMENTS OF THE MACON WATER AUTHORITY AND THAT THE INSTALLATION MEETS WITH SUCH SPECIFICATIONS AND PROPER FINANCIAL ARRANGEMENTS HAVE BEEN MADE TO INSURE INSTALLATION ACCORDING TO SAID SPECIFICATIONS; THEREFORE, THE FINAL PLAT IS APPROVED BY THE AUTHORITY.

DATE _____ EXECUTIVE DIRECTOR, ENGINEERING SUPERINTENDENT OR DESIGNEE _____

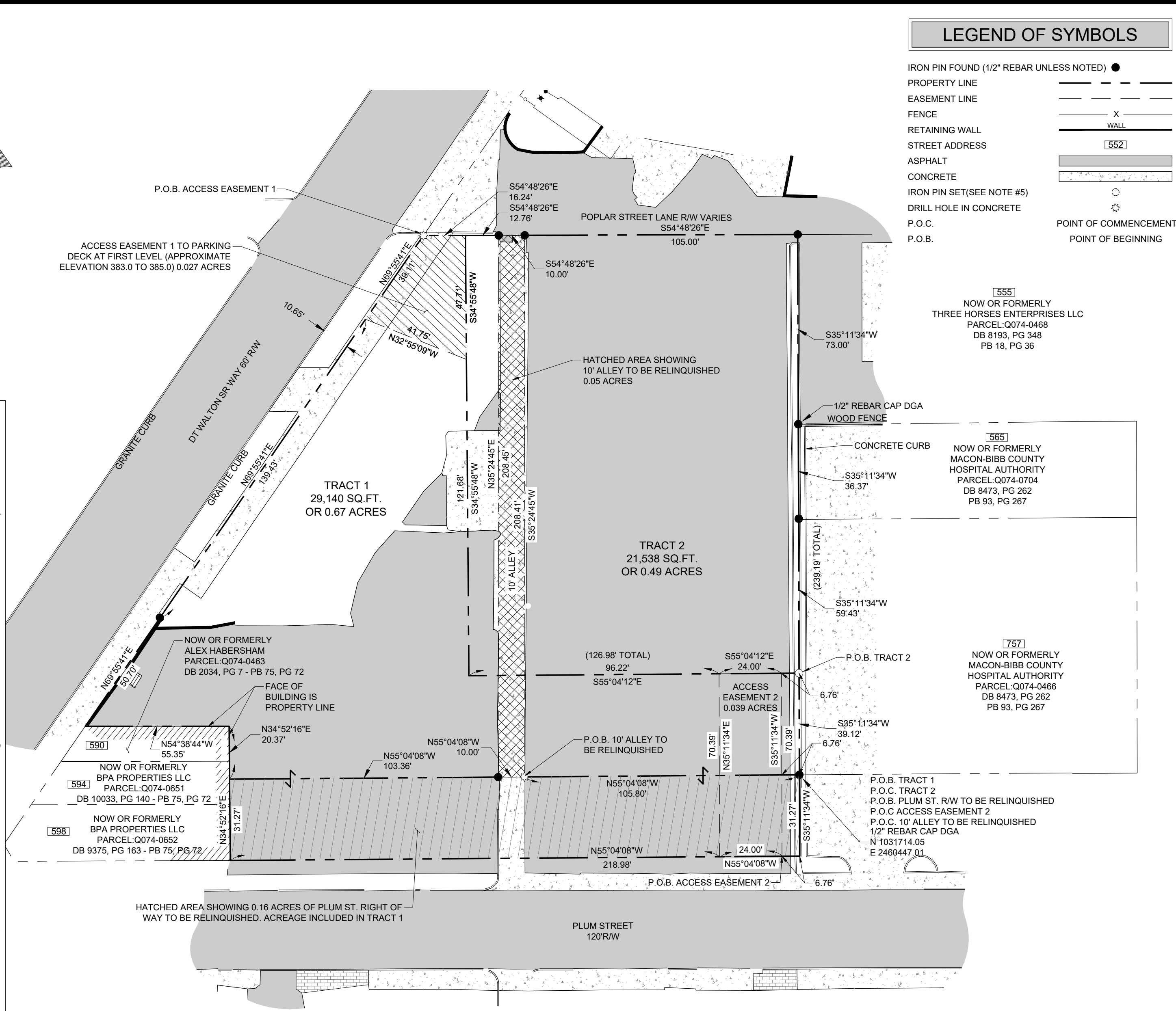
IMPORTANT NOTICE TO POTENTIAL LOT PURCHASERS/DEVELOPERS:
THE FOLLOWING FEES APPLY TO EACH LOT IN THIS SUBDIVISION AND MUST BE PAID TO THE MACON WATER AUTHORITY AT THE TIME EACH LOT IS DEVELOPED:
BASIN SPECIFIC FEE _____
METER FEE _____
SEWER TAP FEE _____
THE ABOVE FEES ARE SUBJECT TO CHANGE AT ANY TIME BY ACTION OF THE MACON WATER AUTHORITY

APPROVED BY THE MACON-BIBB COUNTY TRAFFIC ENGINEERING DEPARTMENT.

DATE _____ MACON-BIBB COUNTY TRAFFIC ENGINEER OR DESIGNEE _____

I CERTIFY THAT ALL THE REQUIREMENTS FOR FINAL APPROVAL OF THIS PLAT HAVE BEEN FULFILLED IN ACCORDANCE WITH THE RESOLUTIONS OF MACON-BIBB COUNTY PLANNING AND ZONING COMMISSION.

DATE _____ EXECUTIVE DIRECTOR OR HIS DESIGNEE _____



CERTIFICATION

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY AN APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

SPENCER H. JOHNSON, CARLS#3171
COA #LSF000940

MISCELLANEOUS NOTES

- THIS PLAT WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.
- THIS DOCUMENT WAS CREATED ELECTRONICALLY. THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT UNLESS IT HAS BEEN PROPERLY SEALED AND ORIGINALLY SIGNED BY A REGISTERED LAND SURVEYOR AT THE OFFICE OF SURVEYING AND MAPPING, LLC. AUTHORITY O.C.G.A. 43-15-22.
- THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS AN AVERAGE RELATIVE ACCURACY OF 0.03 FEET AT THE 95% CONFIDENCE LEVEL. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 25,216 FEET. THE LINEAR AND ANGULAR MEASUREMENTS SHOWN ON THIS PLAT WERE OBTAINED BY UTILIZING A SOKKIA GPS RTK DUAL FREQUENCY RECEIVER. FIELD WORK COMPLETED ON 8/22/19.
- SURVEYING AND MAPPING, LLC DOES NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THE SUBJECT TRACT ARE SHOWN.
- PROPERTY CORNERS TO BE SET POST DEMOLITION/CONSTRUCTION.
- DIMENSIONS SHOWN TO CURB ARE FROM FACE OF GRANITE CURB TO PROPERTY LINE.
- REFERENCE PLAT: PLAT TITLED "PLAT OF PART OF BL. 62, O.C., CITY OF MACON, GA," DATED MARCH 22, 1946 & LOCATED IN THE CITY ENGINEERS OFFICE OF MACON.
- BY GRAPHICAL PLOTTING ONLY, THE SUBJECT AREA LIES WITHIN ZONE "X" OF THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP NO. 13021C0134G, DATED 6-7-17.



LEGEND OF SYMBOLS

- IRON PIN FOUND (1/2" REBAR UNLESS NOTED) ●
- PROPERTY LINE ———
- EASEMENT LINE - - - - -
- FENCE — X —
- RETAINING WALL — WALL —
- STREET ADDRESS [552]
- ASPHALT [Hatched Pattern]
- CONCRETE [Stippled Pattern]
- IRON PIN SET(SEE NOTE #5) ○
- DRILL HOLE IN CONCRETE ⊗
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

Revisions	
No.	Description

SUBDIVISION/EASEMENT SURVEY	
LANDS OF MACON-BIBB COUNTY	
PART OF LOT 2 & 3 OLD CITY SQUARE 62 MACON-BIBB COUNTY GEORGIA	

Project No.:	1030-043
Drawing No.:	DT WALTON 2024
Drawn By:	MH
Checked By:	SHJ
R.L.S. No.:	3171

Date:	8/28/24
Scale:	1"=30'
Sheet No.:	1 of 1

SURVEYING AND MAPPING, LLC
524 S. HOUSTON LAKE ROAD, SUITE F100
WARNER ROBINS, GEORGIA 31088
OFFICE (478) 971-3382
email: info@sam.biz
SAM.BIZ

