



Committee of the Whole Regular Meeting

January 14, 2025 | 9:00 AM

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 Joey Hulett
Commissioner Raymond Wilder
Commissioner Bill Howell
Commissioner Donice Bryant
Commissioner Brendalyn Bailey

1. Call to Order

Mayor Lester M. Miller

2. Election of Mayor Pro Tem

3. Recess

4. Reconvene

5. Approval of Minutes

- a. Approval of minutes from the July 9, 2024 meeting
(Sponsored by:)

6. New Alcohol Beverage Licenses

- a. Exxon Food Mart located at 4290 Dellwood Drive, Macon, GA (Sponsored by: Lester M. Miller, Mayor)
- b. Shan Food Mart located at 100 South Heron Street, Macon, GA (Sponsored by: Lester M. Miller, Mayor)
- c. QuikTrip located at 519 North Avenue, Macon, GA (Sponsored by: Lester M. Miller, Mayor)

7. Appointments to Authorities, Boards and Committees

- a. A Resolution Of The Macon-Bibb County Commission Appointing Dr. Y. Monique Davis-Smith To The Board Of Directors Of The River Edge Behavioral Health Community Service Board;
(Sponsored by: Lester M. Miller, Mayor)

8. Work Session

- a. Update on the Geographic Information System (GIS)
(Sponsored by:)

9. Executive Session

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

**MINUTES OF THE
MACON-BIBB COMMITTEE OF THE WHOLE MEETING
July 9, 2024 – 9:00 AM**

COMMISSION MEMBERS PRESENT

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

COMMISSIONER MEMBERS ABSENT

Commissioner Bill Howell
Commissioner Virgil Watkins

STAFF PRESENT

Keith Moffett, County Manager
Julie Moore, Assistant County Manager
Alex Morrison, Dir., Planning & Public Spaces
Janice Ross, Clerk of Commission
Michael McNeill, Chief Asst. Co. Attorney
Sara Davis, Sr. Asst. Co. Attorney
Frank Howard, Asst. Co. Attorney
Andreanna Beavers, Asst. Co. Attorney
Chris Floore, Chief Comm. Officer
Olivia Water, Communication Specialist
Edna Adams, Communication Specialist

GUESTS

Betsy Fitzgerald, Big Brothers Big Sisters
Suzanne Walker, Crisis Line & Safe House
Jamie Bormann, Crisis Line & Safe House
Gigi Rolfes, Family Advancement Ministries
Christy Henry, Family Counseling Center
Ellie Hansen, Family Counseling Center
Reginald Bell, HomeFirst
June O'Neal, Mentors Project
Sabrina Friday, Mothers Nest, Inc
Debra Rollins, Rebuilding Macon (MHR)
Wanzina Jackson, Dir., ECD
Charlotte Woody, Asst. Dir. ECD
Jeremy Grissom, MVP, Manager
Alfaye Miller, ECD
Lesa Latimore-Kelley, ECD
Tamira Slaughter, ECD

1. Call to Order

Mayor Lester M. Miller

2. Approval of Minutes

- a. From the May 14, 2024 Committee of the Whole (Sponsored by: Lester M.

Miller, Mayor)

On motion of Mayor Miller, seconded by Commissioner Bronson and carried unanimously, the minutes from the May 14, 2024 Committee of the Whole meeting were approved.

3. Presentations

- a. **United To End Homelessness Presentation** with Jake Hall, Executive Director of United to End Homelessness, United Way of Central Georgia (Sponsored by: Lester M. Miller, Mayor)

Reverend Jake Hall, Executive Director of United to End Homelessness, United Way of Central Georgia, gave a presentation of homelessness in Macon-Bibb County. The presentation is on file in the Clerk's Office.

4. CDBG FY25 Budget

- a. An Ordinance Of The Macon-Bibb County Commission To Adopt The Economic And Community Development Department ESG, Home, And CDBG Proposed Budgets For Fiscal Year 2025 (Sponsored by: Lester M. Miller, Mayor)

On motion of Mayor Pro Tem Clark, seconded by Commissioner Lucas and carried unanimously, the Ordinance Of The Macon-Bibb County Commission To Adopt The Economic And Community Development Department ESG, Home, And CDBG Proposed Budgets For Fiscal Year 2025 was approved.

5. Executive Session

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

On motion of Commissioner Bronson, seconded by Mayor Pro Tem Clark and carried unanimously, the meeting went into Executive Session.

On motion of Commissioner Wilder, seconded by Commissioner Wynn and carried unanimously, the meeting came out of Executive Session with no action being taken.

- a. Off Site (Sponsored by: Lester M. Miller, Mayor)

Respectfully Submitted,

Janice S. Ross
Clerk of the Commission



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

ADDED TO THE JANUARY 14, 2025 COMMITTEE OF THE WHOLE AGENDA

Business Information

Business Name: HAYAAN 2024 LLC
DBA Name: EXXON FOOD MART
Business Type: Subchapter S Corp.

Address Information

Location Address: 4290 DELLWOOD DR STE B MACON GA 31204-4747

Alcohol License Information

License Type: Retail
Start Date: 09-16-2024
Beer: Yes
Wine: Yes
Liquor: No
Airline or Railway Carrier: No
Local Jurisdiction Type: County
Local Jurisdiction: BIBB
Arrest History: No

Licensee Information

Licensee Type: Business
Licensee Name: PATEL, DINESHKUMAR

Additional Information

Primary NAICS: 457110

Officers

PATEL, DINESHKUMAR
PATEL, DINESHKUMAR

Officer or Responsible Party

Both
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.

\$ 1,500 Alcohol License Fees + \$400 Application Fee = \$ 1,900

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 #: 99-4023230 State Tax ID#: 20299804950

Business Name: Exxon Food mart Corporate and Trade Name: Hayyan 2024 LLC

Local Business Address: 4290 Dellwood Dr Macon GA 31204
(P.O. Box Not Allowed) City State Zip

Mailing Address: 4290 Dellwood Dr Macon GA 31204
Street Address (City State Zip)

Local Business Phone #: 478-234-5596 Email Address: Dineshkumar1977123@gmail.com

Contact Person: Dineshkumar Patel Contact Phone #: 478-234-5596

AGENT

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

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

Home Address: 128 Cedarland Dr City: Warner Robins State: GA Zip: 31088

Home Phone #: [REDACTED] Email: Dineshkumar1977123@gmail.com

Mailing Address: 4290 Dellwood Dr 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: Dineshkumar Patel Title: owner

Home Address: 128 Cedarland Dr City: Warner Robins State: GA Zip: 31088

Home Phone #: [REDACTED] Email: Dineshkumar1977123@gmail.com

Mailing Address: 4290 Dellwood Dr City: Macon State: GA Zip: 31204

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>Dineshkumar Jayantilal Patel</u>			
Home Address: <u>128 Cedarland Dr Warner Robins GA 31088</u>			
Sex	Race	Date of Birth	Social Security Number
<u>M</u>	<u>Asian</u>	[REDACTED]	

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

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

D. J. Patel
Signature

8/27/24
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: Exxon Food mart

Printed Name of Applicant: Dinesh Kumar Patel

*Signature of Applicant: D. J. Patel

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 27th DAY OF August, 2024.

[Signature]
NOTARY PUBLIC

February 1st 2026
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

0024260195908ZN

Class of Admission (COA) Code

F32

Country of Birth

IND - INDIA

Date Admitted To

INDEFINITE

Agency Submitted Details

Full Name

Dineshkumar Jayant Patel

Date of Birth

[REDACTED]

Alien Number

[REDACTED]

Initiated On

09/16/2024

Initiated By

JREN0851

Point of Contact Name

Jennifer Renfro

MEASUREMENT FORM

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

APPLICANT: DINESHKUMAR PATEL
PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO
BUSINESS LOCATION: 4290 DELLWOOD DR.
BUSINESS NAME: EXXON FOOD MART

To Be Completed by County Engineer

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

Comply Does not Comply

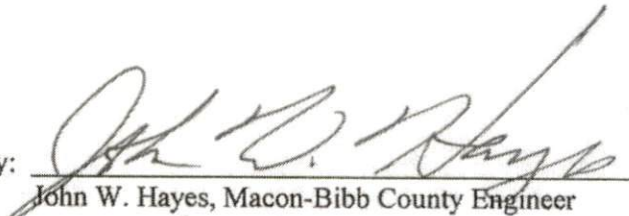
2. An alcoholic beverage license has been previously issued for this location, so the license may be continued to be issued or renewed for the same location despite a nearby property use which does not meet the distance requirements.

Comply Not Applicable Unknown

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

Comply Complies , but does not comply with other restrictions

Not Applicable

By: 
John W. Hayes, Macon-Bibb County Engineer

Date: 2/28/24

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

RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises.

OR

Package Sale to Go (Convenience Store)

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

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

(Revised 8-23-2023) PJH

Exon Food Mart

#4290 Dellwood Drive

4,400' — SCHOOL GROUND property line

Union School

4,750' — SCHOOL BUILDING

Union School

6,050' — COLLEGE CAMPUS property line

Middle Georgia State University

13,100' — ALCOHOLIC TREATMENT CENTER building

River Edge - Fulton Mill Road

5,800' — PUBLIC LIBRARY or BRANCH building

Macon-Macon

2,600' — MACON-BIBB COUNTY HOUSING AUTHORITY property

Martin Place

1,200' — CHURCH (building)

New Life Community Church

1,150' — CHURCH GROUNDS

New Life Community Church

12,550' — M-B COUNTY RECREATION CENTER property

Freedom Park

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

*Applicant self-identifies as a:
"Gas Station"*

OK!
Paul J. Hoinowski
August 27, 2024



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

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

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

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
145673	587911	Print Legal Ad-IPL01916800 - IPL0191680	Exxon	\$46.36	1	28 L

Attention: Dineshkumar Patel

Dineshkumar Patel
4290 dellwood dr
Macon, GA 31204

Dineshkumar1977123@gmail.com

GEORGIA, BIBB COUNTY

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

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the September 6, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as Hayaan 2024 LLC/Exxon Food Mart, 4290 Dellwood Dr. Macon, GA 31204. The public is invited to comment on the proposed license by submitting comments in writing to Macon-Bibb County Tax Commissioner's Office. Attn: Alcohol License Comments, 188 Third Street, Macon, GA 31201 within fourteen days of the date shown below.

This August 30, 2024. Dineshkumar Patel, Applicant
IPL0191680
Aug 30, Sep 6 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:
08/30/24, 09/06/24

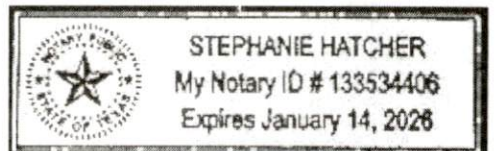
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Semons

Sworn to and subscribed before me this 6th day of September 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-2024-2208	PERMIT TYPE: Permitted use	DATE ISSUED: 09/16/2024
PARCEL NO: L0820177	ZONING DISTRICT: C-1	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Dineshkumar	Patel
	Exxon Food Mart	
PROPOSED USE:	Change of ownership	
	c-store	
ADDRESS OF PROPOSED USE:	4290 DELLWOOD DR	
PROPERTY OWNER'S NAME:	MERDEL LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application and ZC-2020-0123, approval is granted to change the ownership of an existing c-store with fuel sales and alcohol PTG and continue its operation as it is currently. This approval shall also grant interior renovations if necessary. 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: 09/16/2025

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.

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

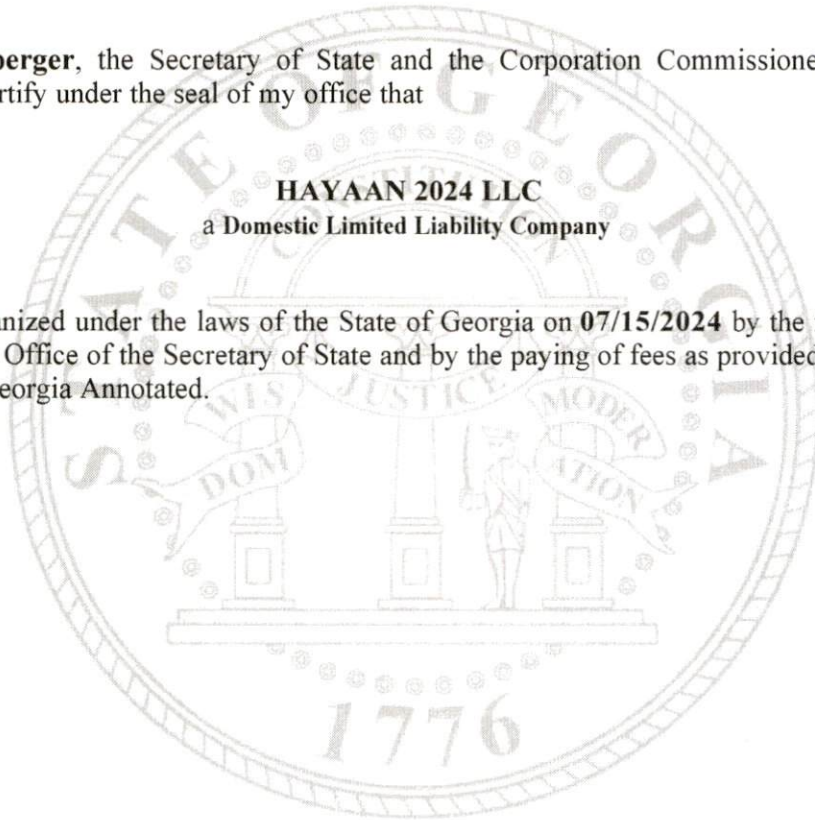
Atlanta, Georgia 30334-1530

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

HAYAAN 2024 LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **07/15/2024** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.



WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on **07/16/2024**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 7/15/2024 11:00:37 AM

BUSINESS INFORMATION

CONTROL NUMBER 24135477
BUSINESS NAME HAYAAN 2024 LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 07/15/2024

PRINCIPAL OFFICE ADDRESS

ADDRESS 4290 DELLWOOD DR, SUITE B, MACON, GA, 31204, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
DINESHKUMAR PATEL	4290 DELLWOOD DR, SUITE B, MACON, GA, 31204, USA	Bibb

ORGANIZER(S)

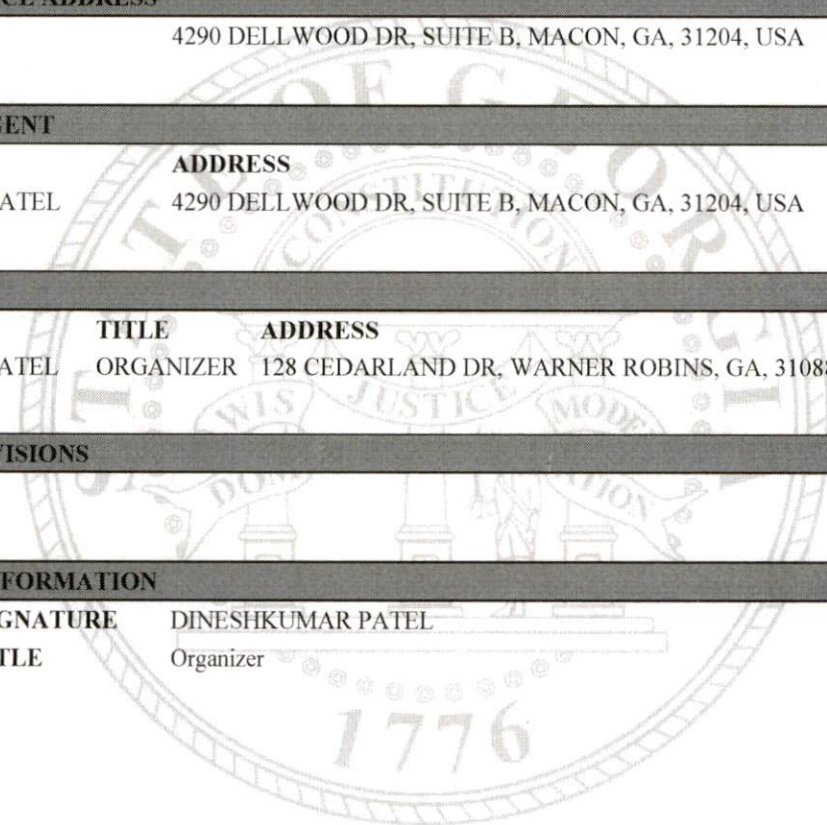
NAME	TITLE	ADDRESS
DINESHKUMAR PATEL	ORGANIZER	128 CEDARLAND DR, WARNER ROBINS, GA, 31088-1250, USA


OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE DINESHKUMAR PATEL
AUTHORIZER TITLE Organizer



 **IRS** DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 07-17-2024

Employer Identification Number:
[REDACTED]

Form: SS-4

Number of this notice: CP 575 G

HAYAAN 2024 LLC
EXXON FOOD MART
% DINESHKUMAR J PATEL SOLE MBR
4290 DELLWOOD DR STE B
MACON, GA 31204

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 99-4023230. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

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: Exxon Food mart Name of Corporation: Haycan 2024 LLC

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

Individual:

Name and Title: Dinesh Kumar Patel Telephone Number: [REDACTED]

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

Residential Street Address: 128 Cedarland Dr Warner Robins GA 31088
P.O. Box Not Allowed (City State Zip)

Mailing Address: 4290 dellwood Dr macon GA 31204
(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 (LLLLP)
 - 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): 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: Dineshkumar Last Name: Patel

Home Address: 128 Cedarland Dr City: Warner Robins State: GA Zip: 31088

Home Phone #: [Redacted] Email: Dineshkumar1977123@gmail.com

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

Mailing Address: 4290 Bellwood Dr City: Macon State: GA Zip: 31204

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

D. J. Patel
Applicant's Signature

8/27/24
Date

I hereby certify that Dineshkumar 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 27th day of August, 2024.

[Signature]
Notary Public



February 1st 2026
My Commission Expires



Cheers Entertainment Services Bar Training

CERTIFICATE OF COMPLETION

Awarded To

DINESH KUMAR PATEL

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2024-09-16

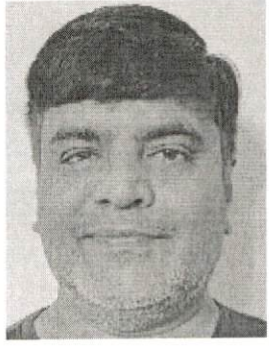
Serial No.

cert_m8kl58f9





Dineshkumar Patel



AH001388
ALCOHOL HANDLER

EXP: 12/31/2025

4290

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") entered into and dated the 1st day of August, 2024 the "Effective Date", by, _____ between, and among HH 4290 LLC, a Georgia Corporation (the "Landlord"), on the one hand: and HAYAAN 2024 LLC, a Georgia Corporation (the "Tenant") on the other hand. The Landlord and Tenant are each a "Party", and collectively, the "Parties".

1. **Leased Premises.** Landlord leases and rents to Tenant, and Tenant leases and rents from Landlord, in accordance with the provisions of this Lease, the land, together with the building and improvements on it, located 4290 Dellwood Dr Macon GA 30047, more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this express reference, annexed hereto and made a part of this Lease. The land, building and improvements are herein referred to as the "Premises". This Lease is made subject to such facts as an accurate survey may disclose, easements, rights of way, and restrictions of record. Landlord will deliver the Premises to Tenant "AS-IS, WHERE IS", in its condition as of the Effective Date of this Lease. Except as set forth in this Paragraph and Subparagraph 5(a) below. Tenant acknowledges and agrees that neither Landlord nor its agents have made any representations to Tenant about the condition of the Premises or any promises to alter, modify, add to, repair or improve the Premises.

2. **Term.** (i) Original Term. The term of this Lease will be for Five (5) years, commencing on the 1st day of August 2024 (the "Commencement Date"), and ending midnight, July 31st, 2029 "Expiration Date"), subject to extension or earlier termination as provided below. (ii) Renewal Term. The Original Term of this Lease may be extended by an additional 3 five (5) year terms upon written notice to the Landlord of Tenant's renewal. Renewal shall be at the sole discretion of the landlord. Landlord may refuse to renew lease term, Landlord shall provide notice of its decision within 30 days of receiving notice of renewal from tenant. Tenant shall notify Landlord no less than six (6) months prior to the expiration date of such Original Term and. If, for any reason, whether or not attributable to the fault of the Landlord, the Landlord is unable to deliver possession of the Premises to the Tenant on the Commencement Date, Landlord shall not be liable to Tenant in any way for damages and this Lease shall not terminate; however, Tenant shall have obligation to pay rent hereunder until possession of the Premises is delivered to Tenant, and the term of this Lease shall be deemed to be current, where such beginning and ending dates of the Original Term or Renewal Term shall remain the same.

3. **Use of the Premises.** (i) Use by Tenant and Certificate of Occupancy. Tenants will use and occupy the Premises only as and for the operation of a Convenience Store and Gas Station with 2 suites and no other. In the event required, Tenant will, at Tenant's own expense, apply for and obtain a Certificate of Occupancy with respect to the Premises, based upon the use set forth above, from the appropriate authority, prior to the commencement date of the Lease. (ii) Prohibited Use. Tenant will not occupy nor use all or any part of the Premises nor permit or

suffer the Premises to be occupied or used for any purpose other than as provided for in this Lease.

4. **Fixed Annual Rent, Additional Rent, and Other Sums to Be Paid by Tenant.**

(a) Fixed Annual Rent. During the Lease term, Tenant will pay Landlord the Fixed Annual Rent set forth below on the first day of each month, in advance, with the exception that the first monthly installment of Fixed Annual Rent will be paid upon execution and delivery of this Lease, the receipt of which is acknowledged by Landlord, subject to collection.

Lease Period	Fixed Monthly Rent	Total Fixed Annual Rent
Years 1-5	\$ 8,000	\$ 102,000
Years 5-10	\$ 9,000	\$ 138,000
Year 10-15	\$ 10,500	\$ 162,000
Years 15-20	\$ 12,500	\$ 186,000

(b) **Additional Rent Based upon Real Estate Taxes.** As Additional Rent, Tenant will pay Landlord the annual real estate taxes and assessments assessed and levied against the Premises, on the first (1st) day of each month, in advance, in a sum equal to 1/12th of the annual real estate taxes and assessments due and payable for the then calendar year. If at a time a payment is required the amount of the real estate taxes and assessments for the then calendar year will not be known, Tenant will pay Landlord, as additional Rent, 1/12th of the real estate taxes and assessments for the preceding calendar year; and upon ascertaining the real estate taxes and assessments for the current calendar year, Tenant will pay Landlord any difference upon demand, or if Tenant will be entitled to a credit, Landlord will credit the excess against the next monthly installment(s) of Additional Rent falling due. Additional Rent based upon real estate taxes and assessments payable for the first and last years of the lease term will be adjusted and pro-rated, so that Landlord will be responsible for Landlord's prorated share for the period prior to and subsequent to the lease term, and Tenant will pay Landlord its prorated share for the lease term. All real estate taxes and assessments levied upon and/or assessed against the Premises (which includes real estate, buildings, and improvements thereon) and all costs associated with any appeal process to lower the tax valuation amount are deemed to be Additional Rent based upon real estate taxes. Lease shall be considered void if property taxes are not paid within the tax year.

(c) **Additional Rent Based upon the Landlord's Insurance.** (i) Property Insurance. As Additional Rent, upon demand, prior to and as and when insurance premiums will be due and payable, Tenant will pay Landlord, Landlord's Property Insurance (Special Form) insurance premium (which insurance may include, without limitation, rent insurance, building ordinance coverage, water damage, war and terrorism insurance, and such other coverages as Landlord will determine from time to time). This insurance will: (A) name only Landlord and Landlord's

mortgagee, if any, as the insured and provide that any loss will be payable to Landlord and Landlord's mortgagee, if any, as their respective interests may appear; (B) be in such an amount as may be determined by Landlord from time to time; (C) provide that no act of Tenant will impede the right of Landlord or Landlord's mortgagee, if any, to receive and collect the insurance proceeds; and (D) provide that the right of Landlord and Landlord's mortgagee, if any, will not be diminished because of any additional insurance on the Premises carried by Tenant for Tenant's own account. (ii) **Liability Insurance.** As Additional Rent, upon demand, as and when insurance premiums will be payable, Tenant will pay Landlord, Landlord's Commercial General Liability Insurance insurance premiums, which insurance will, without limitation, cover claims for bodily injury, death, and property damage, occurring in or about the Premises, including, without limitation, any sidewalks adjoining the Premises and Landlord's Excess or Umbrella Insurance Liability Insurance insurance premiums. This insurance will be in such amount as Landlord may determine from time to time. (iii) **Escrow.** At the option of Landlord, which Landlord may exercise at any time and from time to time, Tenant will pay to Landlord, as Additional Rent, the foregoing insurance premiums by paying to Landlord, on the first (1st) day of each month, in advance, the sum equal to 1/12th of the annual insurance premiums for the foregoing insurance coverages for the then current policy year. If at a time a payment is required the amount of the insurance premiums for the foregoing insurance coverages for the then current policy year will not be known, then Tenant will pay to Landlord, as Additional Rent, 1/12th of the annual insurance premiums for the foregoing insurance coverages for the immediately preceding policy year; and upon ascertaining the amount for the current policy year, Tenant will pay to Landlord the difference upon demand, or if Tenant will be entitled to a credit, Landlord will credit the excess against the next monthly installment(s) of Additional Rent for insurance premiums falling due. Additional Rent for insurance premiums payable for the first and last years of the lease term will be adjusted and pro-rated so that Landlord will be responsible for Landlord's pro-rated share for the period prior to and subsequent to the Lease term, and Tenant will pay to Landlord its pro-rated share for the lease term.

(d) **Additional Rent Based upon Other Sums.** Tenant will pay Landlord, as Additional Rent, all other sums of money on Tenant's part to be paid pursuant to the terms, covenants and conditions of this Lease. If the rent increases do not meet or exceed the yearly inflation numbers based CPI. This difference in rent paid versus rent earned shall be calculated at the end of the lease term and will be owed to the landlord at time of lease term extension. Lease may not be extended until such monies have been settled.

(e) **Additional Rent Based upon Reimbursement to Landlord.** If Tenant fails to comply with or to perform any of the terms, conditions, and covenants of this Lease, Landlord may (but with no obligation to do so) carry out and perform such terms, conditions, and covenants, at the expense of Tenant, which expense will be payable by Tenant, as Additional Rent, upon the demand of Landlord, together with interest at the prime rate per annum as set forth in the Wall Street Journal, plus two percent (2%) (the "Prime Rate"), which interest will accrue from the date of Landlord's demand.

(f) **Additional Rent Based upon Late Payment.** If Tenant defaults for more than five (5) days in the payment of any monthly installment of Fixed annual Rent, Additional Rent, or any of the sums required of Tenant under the Lease, or if Tenant, within five (5) days after demand from Landlord, fails to reimburse Landlord for any expenses incurred by Landlord pursuant to the Lease, together with interest, then Tenant will pay Landlord, as Additional Rent, a late charge of five percent (5%) of the rent or expenses.

(g) **Additional Rent Based upon Landlord's Legal Expenses in Enforcing Lease.** As Additional Rent, Tenant will pay Landlord all reasonable attorneys' fees that may be incurred by Landlord in enforcing Tenant's obligations under this Lease; however, in the event Landlord commences a suit against Tenant to enforce Tenant's obligations under this Lease, and such suit is tried to conclusion and judgment is entered in favor of Tenant, then, in that event, Tenant will not be under any obligation to pay Landlord the attorneys' fees that Landlord may have incurred.

(h) **Additional Rent Based upon Taxes Based on Rent.** If, at any time during the term of this Lease, a tax or charge is imposed by the State of Georgia, Bibb County, Georgia, the City of Macon, Georgia, or such other or additional county or municipality in which the Premises is located, pursuant to any future law, which tax or charge will be based upon the rent due or paid by Tenant to Landlord and Tenant will pay Landlord, as Additional Rent, such tax or charge. The foregoing will not require payment by Tenant of any income taxes assessed against Landlord or of any capital levy, franchise, estate, succession, inheritance, or transfer tax due from Landlord.

(i) **Additional Rent Based upon Common Area Maintenance (CAM).** Tenant will pay to Landlord as Additional Rent, all costs to maintain and repair common areas, parking lots, sidewalks, driveways, and other areas used in common areas by the Tenant; all costs to supervise and administer said common areas, parking lots, sidewalks, driveways, and other areas used by Tenant; and any parking charges, utilities, surcharges, or any other costs levied, assessed, or imposed by, or interpretations thereof, promulgated by any governmental authority in connection with the used or occupancy of the Premises or the parking facilities serving the Premises.

(j) **Additional Rent - Summary and approximation.** In addition to the Fixed Annual Rent, Tenant's anticipated monthly Additional Rent is based upon Landlord's best estimate of such costs identified in Subparagraphs 4(b)-(i) during the first year of the Original Term. Landlord's estimate is based on the following:

Taxes:	\$ 12500
Insurance:	\$ 8500
CAM:	\$2500

Tenant acknowledges that this is a good-faith estimate of costs and that such amounts may fluctuate during the term of this Lease.

(k) **No Setoff and Application.** (A) No Setoff. Tenant will pay Landlord all Fixed Annual Rent, Additional Rent, and other sums required of Tenant under the Lease, without abatement, deduction, or setoff, and irrespective of any claim Tenant may have against Landlord; and this

covenant will be deemed independent of any other terms, conditions or covenants of this Lease.

(B) Application. No payment by Tenant or receipt by Landlord of an amount less than the full Fixed Annual Rent, Additional Rent, or other sums required of Tenant under the Lease, will be deemed anything other than a payment on account of the earliest Fixed Annual Rent, Additional Rent, or other sum due from Tenant under the Lease. No endorsements or statements on any check or any letter accompanying any check or payment of Fixed Annual Rent, Additional Rent, or other sum due from Tenant under the Lease, will be deemed an accord and satisfaction of Landlord. Landlord may accept any check for payment from Tenant without prejudice to Landlord's right to recover the balance of Fixed Annual Rent, Additional Rent, or other sum due from Tenant under the Lease, or to pursue any other right or remedy provided under this Lease or by Requirements.

(l) **Place of Payment of Rent.** The Fixed Annual Rent, Additional Rent, and other sums required of Tenant under this Lease, will be paid by Tenant to Landlord at the address set forth below or to such other place as Landlord may notify Tenant. Payment must be made via ACH with a due date no later than the 15th of the month. If a tenant does not want to use ACH, the tenant shall pay an additional \$500 per month to pay by methods other than ACH.

5. **Condition, Repair, Replacement, and Maintenance of the Premises.**

(a) **Landlord's Obligations.** (i) NONE

(b) **Tenant's Obligations.** (i) Repairs. Tenant is responsible for all repairs and maintenance of the Premises.

6. **Tenant Insurance.**

(a) **Space Insured.** Landlord will not be required to name Tenant as an additional insured on any policy maintained by Landlord with respect to the Premises.

(b) **Tenant's Insurance.** Tenant will, at Tenant's own cost and expense, throughout the term of this Lease, maintain, and keep in full force and effect, insurance coverage for all furniture, fixtures, machinery (including, without limitation, communication systems, and computer systems), goods, supplies, products, and other personal property of Tenant or others (collectively "Tenant's Property"), at or about the Premises. In addition, Tenant will also, at Tenant's own cost and expense, throughout the term of the Lease, maintain, and keep in full force and effect, commercial general liability insurance which will include, without limitation, insurance for (i) contractual liability in connection with Tenant's indemnity of Landlord under this Lease, and (ii) liability, or claims of liability, for bodily injury, death, or property damage, arising out of, occasioned by, or resulting from any accident or other occurrence in or about the Premises, including, without limitation, any sidewalks, parking areas, driveways, or other common areas of the Premises. Such insurance shall contain coverage and/or endorsements for a property that sells gasoline and that sells alcoholic beverages. The insurance will provide for coverage of not

less than \$2,000,000.00 for any single occurrence / \$4,000,000.00 general aggregate limit, will name Landlord as an additional insured, will have a deductible satisfactory to Landlord and will not have any self-insured retention or co-insurance provision. Landlord may request an increase in the limits of this insurance, if circumstances at the time reasonably warrant an increase. Tenant will deliver to Landlord, evidence of the insurance coverages to be maintained by Tenant pursuant to this Subparagraph 6(b), together with evidence of payment of premiums, on or

before the commencement date, and at least fifteen (15) days prior to the expiration or termination date of any policy. Upon request of Landlord, a copy of each policy will be delivered to Landlord. The policies will contain a provision that thirty (30) days' notice will be given to Landlord by the insurance carrier prior to any cancellation, modification or amendment to either policy.

(c) **Waiver of Subrogation.** Tenant releases Landlord from any liability arising out of a loss covered by any insurance. Tenant will, on or before the Commencement Date or any earlier entry into the Premises by Tenant, and on or before the renewal or replacement of the insurance policies referred to in Subparagraph 6(b) above, furnish Landlord with a certificate from each insurance carrier, in form satisfactory to Landlord, waiving their right of subrogation.

(a) **Hazardous and Toxic Materials.** (i) For purposes of this Lease, "Hazardous or Toxic Material(s)" means asbestos-containing materials and all other materials, substances, wastes, and chemicals classified as hazardous or toxic substances, materials, wastes, or chemicals under then-current applicable Laws or that are subject to any right-to-know Laws or requirements. (ii) Tenant will not knowingly incorporate into, or use or otherwise place or dispose of at the Premises, any Hazardous or Toxic Materials, except for use and storage of cleaning and office supplies used in the ordinary course of Tenant's business and then only if (A) such materials are in small quantities, properly labeled and contained, (B) such materials are handled and disposed of in accordance with the highest accepted industry standards for safety, storage, use, and disposal, (C) notice of and a copy of the current material safety data sheet is provided to Landlord for each such Hazardous or Toxic Material, and (D) such materials are used, transported, stored, handled, and disposed of in accordance with all applicable Laws. Landlord will have the right to periodically inspect, take samples for testing, and otherwise investigate the Premises for the presence of Hazardous or Toxic Materials. (iii) If Tenant or its employees, agents, or contractors ever violate the provisions of this Subparagraph 7(b)(iii) or otherwise contaminate the Premises, then Tenant will clean, remove, and dispose of the material causing the violation, in compliance with all applicable Laws and then prevalent industry practice and standards and will repair any damage to the Premises within such period of time as may be reasonable under the circumstances after written notice by Landlord (collectively, "Tenant's Environmental Corrective Work"). Tenant will notify Landlord of its method, time, and procedure for any clean-up or removal and Landlord will have the right to require reasonable changes in such method, time, or procedure or to require the same to be done after Business Hours. Tenant's obligations under this Subparagraph 7(b)(iii) will survive the termination of this Lease.

(b) **Survival**. This Paragraph 7 will survive the expiration or earlier termination of this Lease. Without limiting any other remedy available to Landlord under this Lease or by Requirements, Tenant's failure to abide by the terms of this Paragraph 7 will be restrainable or enforceable, as the case may be, by injunction.

7. **Alterations, Additions, and Improvements**. No alterations, additions, or improvements will be made by Tenant to the Premises, nor to any air-conditioning system, heating system, plumbing system, electrical system, nor will antennas or fixtures be installed in or on the building or improvements to the Premises, without the prior written consent of Landlord, which consent will not be unreasonably withheld conditioned or delayed. All alterations, additions, or improvements and systems installed in or attached to the Premises by Tenant will, at the option of Landlord, upon the expiration or earlier termination of the Lease, belong to and become the property of Landlord without any payment from Landlord and if such option is exercised, will be surrendered by Tenant in good order and condition as part of the Premises upon the expiration or sooner termination of the Lease term. At Landlord's written request, Tenant will restore the Premises to the condition it was in at the time the Premises was delivered to Tenant, such restoration to be completed on or before the expiration or earlier termination of the Lease term, at Tenant's own expense. Tenant will not use or penetrate the roof of the building on the Premises for any purpose whatsoever without the prior written consent of Landlord, which consent may be granted or withheld by Landlord, in Landlord's sole and absolute discretion. All alterations, additions, or improvements consented to by Landlord will be performed by Tenant in a good and workmanlike manner, in compliance with all Requirements.

8. **Fire and Other Casualty Affecting the Premises**.

(a) **Notice of Casualty by Tenant**. If the improvements situated upon the Premises are damaged or destroyed by any peril, including, but not limited to, water, fire, wind storm, hail, or other casualty (each such occurrence, a "Casualty"), at any time, whether covered by insurance to be provided by Tenant under this Lease, or not, Tenant will give prompt notice to Landlord and this Lease will continue in full force and effect.

(b) **Restoration by Tenant**. If at any time any Casualty occurs, Tenant will proceed in good faith and with due diligence to restore, replace, rebuild, and repair the improvements damaged or destroyed by such Casualty to substantially the same condition such improvements were in immediately prior to such damage or destruction, and Tenant's obligations to pay the Fixed Annual Rent, Additional Rent, and other sums required of Tenant under the Lease will not be abated or reduced, nor will Tenant be entitled to surrender possession of the Premises for that reason. The net insurance proceeds, if any, collected by Landlord from any insurance policy, and not otherwise payable to a mortgagee of Landlord, after deducting all costs of collection (including, but not limited to, the fees of any adjuster employed by Landlord with respect to the collection of any insurance proceeds), (the "Restoration Fund"), will be available to be used by Tenant for the restoration of the Premises. The Restoration Fund will be held by Landlord, and

provided Tenant complies with the provisions of this Paragraph, the Restoration Fund will be made available to Tenant, from time to time, in the manner and to the extent provided in this Lease, to pay for the costs of the restoration of the Premises; however, Landlord, before paying such monies over to Tenant, will be entitled to reimburse itself from the Restoration Fund to the extent, if any, of the expenses paid or incurred by Landlord in the administration of the Restoration Fund and oversight of the restoration, including, without limitation, fees for consultants, counsel, architects, and engineers. Any funds left after the completion of and payment for all restoration of the Premises will be retained by Landlord.

(i) **Requisitions for Payment.** The Restoration Fund will be paid to Tenant, from time to time, in installments as the restoration work progresses, upon requisitions to be submitted by Tenant to Landlord showing the cost of labor and materials incorporated in the restoration, or incorporated since the last previous requisition. If any vendor's, mechanic's, laborer's, or materialman's lien is filed against the Premises, Tenant will not be entitled to receive any further installment until such lien is satisfied or otherwise discharged.

(ii) **Amount of Payment.** The amount of any installment to be paid to Tenant will be such proportion of the total Restoration Fund received as the cost of labor and materials theretofore incorporated by Tenant in the restoration bears to the total estimated cost of the restoration by Tenant, less (A) all payments theretofore made to Tenant out of the Restoration Fund, and (B) ten percent (10%) of the amount so determined.

(iii) **Deficiency and Completion.** In the event the Restoration Fund is insufficient for the purpose of paying for the restoration, or to the extent any mortgagee will not permit the insurance proceeds to be used for restoration, Tenant will nevertheless be required to make the restoration and pay any additional sums required for the restoration. The restoration will be deemed complete when the restoration has been completed substantially in accordance with the plans and specifications therefore, as determined by a joint inspection by Landlord and Tenant, and a certificate of occupancy has been issued, allowing the improvements to be used and operated for their intended purpose.

(iv) **Conditions to Payment.** In addition to the foregoing, in no event will any Restoration Fund be paid until there has been submitted to Landlord: (A) **Architect or Contractor Certificate.** A certificate of Tenant's architect or Tenant's contractor stating that the sum then requested to be withdrawn either has been paid by Tenant or is justly due to contractors, subcontractors, materialmen, engineers, or architects who have rendered or furnished certain services and materials for the work and giving a brief description of such services and materials and the principal subdivisions or categories and the several amounts so paid or due to each person, and stating in reasonable detail the progress of the work up to the date of the certificate; the sum then requested does not exceed the value of the services and materials described in the certificate; and the balance of the Restoration Funds held by Landlord will be sufficient upon completion of the restoration to pay for the same in full, and stating in reasonable detail the estimate of the cost of such completion; (B) **Title.** There will be furnished to Landlord an official search, or a certificate of title insurance company reasonably satisfactory to Landlord, or other

evidence reasonably satisfactory to Landlord, showing that there has not been filed any vendor's, mechanic's, laborer's, or materialman's statutory or other similar lien affecting the Premises, which has not been discharged of record, except as will be discharged upon payment of the amount then requested to be withdrawn; (C) **No Event of Default**. At the time of making such payment, there will not have been an Event of Default, or an event that with the passage of time or the giving of notice, or both, will constitute an Event of Default; (D) **Final Payment**. With respect only to the final payment, at the time of making such payment, Tenant will have substantially completed the restoration as evidenced by a certificate of occupancy or completion, issued by the appropriate Governmental Authority.

(c) **Failure by Tenant to Commence Restoration**. If Tenant fails to commence the necessary repairs, replacements or reconstruction required for the restoration of the Premises within forty-five (45) days after receipt by Landlord or Tenant, as the case may be, of the Restoration Funds, or any part of them, or if Tenant will have commenced restoration, but will fail to continue restoration with reasonable diligence, then unless such delay will have been due to causes beyond the reasonable control of Tenant, Landlord will have the right, at Landlord's option, following thirty (30) days prior notice to Tenant, to deem such an event as an Event of Default, and in addition to all other rights provided to Landlord under this Lease and by Requirements, Tenant will promptly pay over to Landlord all Restoration Funds held by Tenant.

(d) **Right to Terminate**. If all or a substantial part of the improvements are rendered unusable in the last year of the term, or if during that year period Restoration of the improvements substantially to their prior use and character is prohibited by Requirements, then Tenant may elect to terminate this Lease, by a notice to Landlord given not later than sixty (60) days following such casualty, and Tenant will assign to Landlord the entire amount of insurance proceeds payable by reason of such casualty with respect to the improvements on the Premises. If Tenant makes such election, Tenant will assign such insurance proceeds to Landlord, and the term will expire on the sixtieth (60th) day after notice of such election and Tenant will vacate the Premises and surrender the same to Landlord.

9. **Assignment and Subletting**.

(a) **Landlord's Consent Required**. Tenant will not voluntarily or by operation of law assign, sublet, mortgage, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent. Any attempted assignment, subletting, mortgage, transfer, or encumbrance without such consent will be void as against Landlord, and will constitute an Event of Default by Tenant under this Lease. Any sale of ownership rights in Tenant will be deemed an assignment requiring Landlord's consent.

(b) **No Release of Tenant**. Regardless of Landlord's consent or the need under Subparagraph 10(a) to obtain Landlord's consent, no assignment or subletting will release Tenant from this Lease. Acceptance of Fixed Annual Rent and Additional Rent from any other person will not be deemed a waiver by Landlord of any provision of this Lease. Consent to one assignment or subletting will not be deemed a consent to any subsequent assignment or

subletting. In the event of a consent by Landlord to an assignment or subletting, Tenant will deliver to Landlord a duplicate original of the assignment by Tenant and assumption by Tenant's assignee of Tenant's obligations under this Lease, or a duplicate original of the sublease, as the case may be.

(c) **Participation by Landlord.** In the event of any assignment or sublease involving rent in excess of the Fixed Annual Rent or Additional Rent required under this Lease ("Excess Rent"), Landlord will participate in the Excess Rent. Tenant will promptly pay to Landlord, as additional rent, hundred percent (100%) of all such Excess Rent collected from the assignee or subtenant, and will supply Landlord with a true copy of each assignment or sublease, and in the case of the former, an originally executed assumption by the assignee of all of Tenant's obligations under this Lease.

10. **Landlord's Right to Inspect and Repair.** Landlord or Landlord's agents, employees, or representatives, will have the right to enter into and upon all or any part of the Premises during the Lease term at all reasonable hours, for the purpose of: (a) examination; (b) determination whether Tenant is in compliance with its obligations under this Lease; or (c) making repairs, alterations, additions, or improvements to the Premises, as may be necessary by reason of Tenant's failure to make same after notice to Tenant to do so, except in an emergency. This paragraph will not be deemed nor construed to create an obligation on the part of Landlord to make any inspection of the Premises or to make any repairs, alterations, additions, or improvements to the Premises for its safety or preservation.

11. **Landlord's Right to Exhibit Premises.** Landlord or Landlord's agents, employees or representatives will have the right to show the Premises during the Lease term to persons wishing to purchase or grant fee mortgages on the Premises. Landlord or Landlord's agents, employees, or other representatives will have the right within the last six (6) months of the Lease term to place notices on any parts of the Premises, offering the Premises for lease and at any time during the Lease term, offering the Premises for sale, and Tenant will permit the signs to remain without hindrance or molestation.

12. **Signs.** Tenant will not cause any signs to be placed at the Premises, except of a design and structure and at such places as Landlord will consent to in writing prior to the installation. If Landlord or Landlord's agents, employees, or other representatives wish to remove any such signs in order to make any repairs, alterations, additions, or improvements to the Premises, such signs may be removed, but will be replaced, at Tenant's expense, when the repairs, additions, alterations, or improvements will be completed; however, such provision will not create an obligation on the part of Landlord to make any repairs, alterations, additions, or improvements to the Premises. All signs of Tenant at the Premises will conform with all municipal ordinances or other laws and regulations applicable to such signs.

13. **Landlord Not Liable.** Landlord will not be liable for any damage or injury to any person or any property as a consequence of the failure, breakage, leakage or obstruction of water, well, plumbing, septic tank, sewer, waste or soil pipes, roof, drains, leaders, gutters, down spouts or

the like, or of the electrical system, gas system, air-conditioning system or other system, or by reason of the elements, or resulting from any act or failure to act on the part of Landlord, or

Landlord's agents, employees, invitees or representatives, assignees or successors, or attributable to any interference with, interruption of or failure beyond the control of Landlord.

14. **Force Majeure.** Whenever a period of time is prescribed for the taking of any action by Landlord, Landlord will not be liable or responsible for, and there will be excluded from the computation of such period of time, any delays due to strikes, lockouts, riots, acts of God, shortages of labor or materials, war, civil commotion, fire, or other casualty, catastrophic weather conditions, a court order that causes a delay, governmental laws, regulations, or restrictions, or any other cause whatsoever beyond the control of Landlord (any of the foregoing being referred to an "Unavoidable Delay"). Landlord will use reasonable efforts to notify Tenant not later than ten (10) business days after Landlord knows of the occurrence of an Unavoidable Delay; however, Landlord's failure to notify Tenant of the occurrence of an event constituting an Unavoidable Delay will not alter, detract from, or negate its character as an Unavoidable Delay or otherwise result in the loss of any benefit or right granted to Landlord under this Lease.

15. **Indemnification and Waiver of Liability**. Neither Landlord nor Landlord's Indemnitees will be liable for, and Tenant will indemnify and save harmless Landlord and Landlord's Indemnitees from and against any and all liabilities, damages, claims, crimes, suits, costs (including costs of suit, attorneys' fees and costs of investigation), and actions of any kind, foreseen or unforeseen, arising or alleged to arise by reason of injury to or death of any person or damage to or loss of property, occurring on, in, or about the Premises, or by reason of any other claim whatsoever of any person or party, occasioned, directly or indirectly, wholly or partly: (a) by any act or omission on the part of Tenant or any Tenant Representative; or (b) by any breach, violation or non-performance of any covenant of Tenant under this Lease; regardless of whether such liability, claim, crime, suit, cost, injury, death, or damage arises from or is attributable to the concurrent negligence, willful misconduct or gross negligence of Landlord or any Landlord Indemnatee. If any action or proceeding will be brought by or against Landlord or any Landlord Indemnatee in connection with any such liability, claim, suit, cost, injury, death, or damage, Tenant, on notice from Landlord or any Landlord Indemnatee, will defend such action or proceeding, at Tenant's expense, by or through attorneys reasonably satisfactory to Landlord or Landlord Indemnatee. The provisions of this Paragraph will apply to all activities of Tenant or any Tenant Representative with respect to the Premises, whether occurring before or after execution of this Lease. Tenant's obligations under this Paragraph will not be limited to the coverage of insurance maintained or required to be maintained by Tenant under this Lease. Neither Landlord nor any Landlord Indemnatee will be liable in any manner to Tenant or any Tenant Representative for any injury to or death of persons or for any loss of or damage to property, regardless of whether such loss or damage is occasioned by casualty, theft, or any other cause of whatsoever nature, including loss or damage caused solely by the negligent, willful misconduct, or gross negligence of Landlord or any Landlord Indemnatee. In no event will Landlord or any Landlord Indemnatee be liable in any manner to Tenant or any Tenant Representative as the result of the acts or omissions of Tenant or a Tenant Representative and all

liability therefore will rest with Tenant. All personal property upon the Premises will be at the risk of Tenant only, and neither Landlord nor any Landlord Indemnatee will be liable for any

damage or theft, whether or not due in whole or in part to the negligence, willful misconduct, or gross negligence of Landlord or any Landlord Indemnatee. To the extent not otherwise stated herein, in no event will Landlord or any Landlord Indemnatee be held liable or responsible for any criminal act of Tenant or any Tenant Representative.

16. **Subordination; Attornment.**

(a) **Subordination.** This Lease will be subject and subordinate to any Landlord mortgage, deed of trust, trust indenture, assignment of leases or rents or both, or other instrument evidencing a security interest, which may now or hereafter affect any portion of the Premises, or be created as security for the repayment of any loan or any advance made pursuant to such an instrument or in connection with any sale-leaseback or other form of financing transaction and all renewals, extensions, supplements, consolidations, and other amendments, modifications, and replacements of any of the foregoing instruments ("Mortgage"), and to any ground lease or underlying lease of the Premises or any portion of the Premises whether presently or hereafter existing and all renewals, extensions, supplements, amendments, modifications, and replacements of any of such leases ("Superior Lease"). Tenant will, at the request of any successor-in-interest to Landlord claiming by, through, or under any Mortgage or Superior Lease, attorn to such person or entity as described below. The foregoing provisions of this subparagraph (a) will be self-operative and no further instrument of subordination will be required to make the interest of any Landlord under a Superior Lease (a "Superior Landlord") or any mortgagee, trustee, or other holder of or beneficiary under a Mortgage (a "Mortgagee") superior to the interest of Tenant hereunder; however, Tenant will execute and deliver promptly any certificate or instrument, in recordable form, that Landlord, any Superior Landlord or Mortgagee may request in confirmation of such subordination.

(b) **Rights of Superior Landlord or Mortgagee.** Any Superior Landlord or Mortgagee may elect that this Lease will have priority over the Superior Lease or Mortgage that it holds and, upon notification to Tenant by such Superior Landlord or Mortgagee, this Lease will be deemed to have priority over such Superior Lease or Mortgage, whether this Lease is dated prior to or subsequent to the date of such Superior Lease or Mortgage. If, in connection with the financing of the Premises or with respect to any Superior Lease, any Mortgagee or Superior Landlord will request reasonable modifications of this Lease that do not increase the monetary obligations of Tenant under this Lease, materially increase Tenant's other obligations, or materially and adversely affect the rights of Tenant under this Lease, then Tenant will make such modifications.

(c) **Attornment.** If, at any time prior to the expiration of the term of this Lease, any Superior Lease will terminate or be terminated by reason of a default by Landlord as tenant thereunder or any Mortgagee comes into possession of the Premises or the estate created by any Superior Lease by receiver or otherwise, Tenant will, at the election and upon the demand of any owner of the Premises, or of the Superior Landlord, or of any Mortgagee-in-possession of the Premises,

attorn, from time to time, to any such owner, Superior Landlord or Mortgagee, or any person or entity acquiring the interest of Landlord as a result of any such termination, or as a result of a

foreclosure of the Mortgage or the granting of a deed in lieu of foreclosure, upon the then-executory terms and conditions of this Lease, for the remainder of the term. In addition, in no event will any such owner, Superior Landlord, or Mortgagee, or any person or entity acquiring the interest of Landlord be bound by (i) any payment of rent or additional rent for more than one (1) month in advance, or (ii) any security deposit or the like not actually received by such successor, or (iii) any amendment or modification in this Lease made without the consent of the applicable Superior Landlord or Mortgagee, or (iv) any construction obligation, free rent, or other concession or monetary allowance, or (v) any set-off, counterclaim, or the like otherwise available against any prior landlord (including Landlord), or (vi) any act or omission of any prior landlord (including Landlord).

(d) **Rights Accruing Automatically.** The provisions of this Paragraph 17 will inure to the benefit of any such successor-in-interest to Landlord, will apply notwithstanding that, as a matter of law, this Lease may terminate upon the termination of any such Superior Lease, and will be self-operative upon any such demand, and no further instrument will be required to give effect to such provisions. Tenant, however, upon demand of any such successor-in-interest to Landlord, will execute, from time to time, instruments in confirmation of the foregoing provisions of this Paragraph, reasonably satisfactory to any such successor-in-interest to Landlord, acknowledging such attornment and setting forth the terms and conditions of its tenancy.

(e) **Limitation on Rights of Tenant.** As long as any Superior Lease or Mortgage will exist, Tenant will not seek to terminate this Lease by reason of any act or omission of Landlord until Tenant will have given written notice of such act or omission to all Superior Landlords and Mortgagees at such addresses as will have been furnished to Tenant by such Superior Landlords and Mortgagees and, if any such Superior Landlord or Mortgagee, as the case may be, will have notified Tenant within ten (10) business days following receipt of such notice of its intention to remedy such act or omission, until a reasonable period of time will have elapsed following the giving of such notice (but not to exceed sixty (60) days), during which period such Superior Landlords and Mortgagees will have the right, but not the obligation, to remedy such act or omission. The foregoing will not, however, be deemed to impose upon Landlord any obligations not otherwise expressly set forth in this Lease.

17. **Condemnation.**

(a) **Permanent Condemnation.**(i) Lease Termination. If all or any portion of the Premises is taken under the power of eminent domain, or sold under the threat of the exercise of the power (both called "Condemnation"), this Lease will terminate as to the part taken as of the first date the condemning authority takes either title or possession. If more than twenty-five percent (25%) of the leasable area of the Premises is taken or the balance of the Premises is unfit for Tenant's use, Tenant has the option to terminate this Lease as of the date the condemning authority takes possession. The option will be exercised in writing as follows: (A) Notice of Taking. Within

thirty (30) days after Landlord or the condemning authority has given Tenant written notice of the taking; or (B) Possession. Absent notice, within ten (10) days after the condemning authority

has taken possession. If Tenant does not terminate, this Lease will remain in full force and effect as to the portion of the Premises remaining. The Fixed Annual Rent and Additional Rent will be reduced in the same proportion as the area of the Premises taken bears to the entire area leased hereunder. (ii) Award. Any award for Condemnation is Landlord's, whether the award is made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages. If this Lease is not terminated, Landlord will diligently repair any damage to the Premises caused by such Condemnation, subject to delays due to Force Majeure, as provided in Paragraph 15.

(b) **Temporary Condemnation.** Upon condemnation of all or any portion of the Premises for temporary use, this Lease will continue without change or abatement in Tenant's obligations, as between Landlord and Tenant. Tenant is entitled to the award made for the use. If the Condemnation extends beyond the term of the Lease, the award will be prorated between Landlord and Tenant as of the expiration date of the term. Tenant is responsible, at its sole cost and expense, for performing any restoration work required to place the Premises in the condition it was in prior to Condemnation, unless the release of the Premises occurs after termination. In such case, Tenant will assign to Landlord any claim it may have against the condemning authority for the cost of restoration, and if Tenant has received restoration funds, it will give the funds to Landlord within ten (10) days after demand.

18. **Landlord's Right to Reenter.** If Tenant defaults in any of the terms, conditions, or covenants of this Lease, then it will be lawful for the Landlord to reenter the Premises and to again possess and enjoy the Premises.

19. **Default by Tenant and Landlord's Remedies.**

(a) **Event of Default.** If any one or more of the following events will occur and be continuing beyond the period set forth in any default notice provided to be given, an Event or Events of Default will have occurred under this Lease: (i) **Non-payment.** If Tenant fails to pay any installment of Fixed Annual Rent, Additional Rent, or other sums due from Tenant to Landlord under this Lease within five (5) days after delivery of notice from Landlord to Tenant that the same is past due and payable, however, Landlord will not be required to give notice more than two (2) times in any twelve (12) month period; (ii) **Non-performance.** If Tenant fails to comply with any of the other terms, covenants, conditions, or obligations of this Lease and such failure in compliance will continue for thirty (30) days after the giving of notice by Landlord to Tenant specifying the failure, or, if such failure cannot with due diligence be remedied within thirty (30) days, Tenant will not, in good faith have commenced within the thirty (30) day period to remedy such failure and continued diligently and continuously to prosecute the same to completion; (iii) **Obligations.** Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under the Lease; (iv) **Bankruptcy.** Tenant voluntarily or involuntarily files for protection under the United States Bankruptcy Code or

other federal or state debt relief proceeding (including any public or private debt-relief agency); (v) **Receivership**. A receiver is appointed for and/or over Tenant or Tenant's property; (vi) **Assignment**. The Tenant makes an assignment for the benefit of a creditor under federal or state law; (vii) **Levy**. Tenant's property is levied upon or attached under legal process against Tenant which is not resolved to the satisfaction of the Landlord; or (viii) **Abandonment**. If Tenant abandons or vacates the Premises.

(b) **Right to Terminate Lease and Reenter**. If there will occur an Event of Default, then Landlord may, in addition to any other remedy available to Landlord under this Lease or available under Requirements, at Landlord's option, on ten (10) days' notice to Tenant, declare this Lease terminated at the expiration of such ten (10) day period and Tenant quits and surrenders possession of the Premises, but Tenant will remain liable to Landlord according to this Lease, and upon Tenant's failure to surrender of possession, Landlord may reenter the Premises without filing a "proceeding" against tenant holding over; and take possession of the premises without being deemed to have committed a trespass. Landlord reserves the right to terminate lease at anytime for any reason with 10 days notice to Tenant

(c) **Landlord's Right to Restore and Re-let, and Tenant's Liability for Expenses**. In the event that Landlord obtains possession by reentry, legal or equitable actions or proceedings or other lawful means as a result of an Event of Default by Tenant, Landlord will have the right, without the obligation, to make renovations, alterations, and repairs to the Premises required to restore them to the condition the same should be during the term of the Lease, and to re-let the Premises or any part of them for a term or terms that may be less or more than the full term of the Lease had Landlord not reentered and repossessed or terminated the Lease, and Landlord may grant reasonable concessions in the re-renting to a new tenant, without affecting the liability of Tenant under the Lease. Landlord will in no way be responsible for any failure to re-let all or any part of the Premises nor for any failure to collect any rent due after any re-letting, and in no event will Tenant be entitled to any surplus rents collected. Any of the foregoing action taken or not taken by Landlord will be without waiving any rights that Landlord may otherwise have under Requirements or pursuant to the terms of this Lease. Tenant will pay Landlord all legal and other expenses incurred by Landlord in terminating this Lease by reason of an Event of Default, in obtaining possession of the Premises, in making all alterations, renovations, and repairs and in paying the usual and ordinary commissions for re-letting the same, together with interest at the Prime Rate, which interest will accrue from the date of Landlord's demand.

(d) **Liability of Tenant after Reentry and Possession or Termination**. (i) Survival of Obligations. If any Event of Default occurs (whether or not this Lease will be terminated as a result of an Event of Default), Tenant will remain liable to Landlord for all Fixed Annual Rent and Additional Rent (including, but not limited to, the expenses to be paid by Tenant pursuant to the provisions of this Lease) then due and which would have otherwise become due through the remaining term of the Lease, plus interest; less the net amount of rent, if any, that may be collected and received by Landlord from the Premises, for and during the remainder of the term of this Lease. In other words, Tenant will be liable for all past due Fixed Annual Rent, Additional Rent, and such other costs, plus interest, through the Expiration Date of the Lease

Term. In addition, Landlord may, from time to time, without terminating this Lease, as agent for Tenant, re-let the Premises or any part of them for such term or terms, at such rental or rentals, and upon such other terms and conditions as Landlord may deem advisable, in accordance with

the provisions of Subparagraph 20(c) above. The failure or refusal of Landlord to re-let the Premises or any part of them will not release Tenant or affect Tenant's liability for damages. Landlord will have the right, without the obligation, following re-entry and possession or termination, to apply any rentals received by Landlord in the following order: (i) to the payment of indebtedness or costs (including interest, attorneys' fees and costs) other than rent or damages;

(ii) to the payment of any cost of re-letting, including, without limitation, brokerage fees pro-rated over the life of the term of the re-letting and applicable to the remainder of the Lease term;

(iii) to the payment of any cost of altering or repairing the Premises; (iv) to the payment of Fixed Annual Rent and Additional Rent, or damages, as the case may be, due and unpaid hereunder; and (v) the residue, if any, will be held by Landlord and applied for the payment of future Fixed Annual Rent and Additional Rent, or damages, as the case may be, as the same may become due and payable hereunder. Landlord may sue periodically for and collect the amount that may be due pursuant to the provisions of this Paragraph, and Tenant expressly agrees that any such suit will not bar or in any way prejudice the rights of Landlord to enforce the collection or the amount due at the end of any subsequent period by a like or similar proceeding. The words "re- entry" and "re-enter," will not be construed as limited to their strict legal meaning.

(ii) Rights on Termination. Should Landlord terminate this Lease by reason of an Event of Default, then Landlord will thereupon have the right, without the obligation, as an alternative to suing Tenant periodically pursuant to the provisions of Subparagraph 20(d)(i) above, to recover from Tenant the difference, if any, at the time of such termination, between the amount of Fixed Annual Rent and Additional Rent reserved for the remainder of the term over the then reasonable rental value of the Premises for the same period both discounted to present value at the rate than being given prime loans minus one point as set forth in the Wall Street Journal. Landlord will not, by any re- entry or other act, be deemed to have terminated this Lease, unless Landlord will notify Tenant in writing that Landlord has elected to terminate the same. (iii) Remedies Cumulative. The remedies of Landlord will be cumulative as to each other and as to all such allowed by Requirements. Notwithstanding the above, Landlord shall not be considered to be under any duty by reason of this Paragraph or any other Paragraph under this Lease to take any action to mitigate damages by reason of an event of Tenant's default.

20. **Tenant's Trade Fixtures and Removal.** Any trade equipment, trade fixtures, goods, or other property of Tenant will be removed by Tenant on or before the expiration of the Lease term or sooner termination of the Lease term. Any trade equipment, trade fixtures, goods, or other property of Tenant not removed by Tenant on the expiration of the Lease term or sooner termination of the Lease term, or upon any deserting, vacating or abandonment of the Premises by Tenant, or upon Tenant's eviction, will, at Landlord's discretion, be considered as abandoned and Landlord will have the right (without any obligation to do so), without notice to Tenant, to sell or otherwise dispose of Tenant's property, at the expense of Tenant, and Landlord will not be accountable to Tenant for any proceeds of the sale, or for any damage or loss to Tenant's

property.

21. **Estoppel Certificate.** Within ten (10) days of request from Landlord, Tenant will execute, acknowledge and deliver to Landlord, a written instrument certifying (i) that this Lease has not been modified and is in full force and effect, or if there has been a modification, that the Lease is in full force and effect as modified, stating the modification; (ii) specifying the dates to which rent and other sums due from Tenant under this Lease have been paid; (iii) stating whether or not to the knowledge of Tenant, Landlord is in default, and, if so, the reasons for the default; and (iv) stating the commencement date of the Lease term.

22. **Limitations on Landlord's Liability.** Notwithstanding any provision of this Lease to the contrary, Tenant agrees that it will look only to the Premises (which includes all of Landlord's equity or interest in the Premises, including proceeds of sale, insurance, and condemnation) in seeking to enforce any obligations or liabilities whatsoever of Landlord under this Lease or to satisfy a judgment (or any other charge, directive, or order) of any kind against Landlord; and Tenant will not look to the property or assets of any of the any officers, directors, shareholders, members (or principal or partner or other constituent person or entity of any non-corporate Landlord), employees, agents, or legal representatives of Landlord in seeking to enforce any obligations or liabilities whatsoever of Landlord under this Lease or to satisfy a judgment (or any other charge, directive or order) of any kind against Landlord, and in no event will any deficiency judgment be sought or obtained against Landlord. No person who is an officer, director, shareholder, member (or principal or partner or other constituent person or entity of any non-corporate Landlord), employee, agent, or legal representative of Landlord will be personally liable for any obligations or liabilities of Landlord under this Lease.

23. **Services and Utilities.** Tenant will, at Tenant's own expense, obtain all utility services supplying the Premises, including, but not limited to, electricity, water, sewer, standby water for sprinkler, gas, telephone, and all other utilities and other communication services, in its own name, effective as of the commencement of the Lease, and will pay the cost directly to the applicable utility, including any fine, penalty, interest, or cost that may be added thereto for non-payment.

24. **Security Deposit.** Upon execution and delivery of this Lease, Tenant will deposit the sum of one hundred thousand Dollars (\$100,000) with Landlord, as security for the full and faithful performance by Tenant of all of the terms, conditions, and covenants of this Lease on Tenant's part to be performed, which sum will be returned to Tenant following the expiration of the Lease term, provided there will not then be an Event of Default or an event that with the giving of notice or the lapse of time, or both, will constitute an Event of Default. Landlord will have the right (but not the obligation), to apply any part of the deposit to cure an Event of Default of Tenant, and if Landlord does so, Tenant will, upon demand, deposit with Landlord the amount applied, so that Landlord will have the full deposit on hand at all times. If Landlord sells the Premises, Landlord will have the right to transfer the security to the new landlord, and upon so doing Landlord will be released by Tenant from all liability for the return of the security and Tenant will look solely to the new landlord for the return of the security, and this will apply to

every transfer made of the security to a new landlord. The security deposited by Tenant under this Lease will not be mortgaged, assigned or encumbered by Tenant.

25. **Qualification in Georgia.** Tenant represents and warrants to the Landlord that it has qualified with the Secretary of State of the State of Georgia to do business in the State of Georgia, and that it has obtained all of the necessary certificates, approvals, authorizations, or otherwise to allow it to operate its business identified above.

26. **Notices.** All notices, consents, demands, communications, or approvals required or permitted by this Lease will be in writing and will be delivered personally or delivered by certified or registered mail, return receipt requested, addressed as follows:

If to Landlord:

HH 100 LLC
PO BOX 28257
Atlanta GA 30328

If to Tenant:

HAYAAN 2024 LLC
4290 Dellwood Dr
Macon GA 31206

Landlord and Tenant may, by notice given in the same manner set forth above, designate a different address to which subsequent notices will be sent. Notice will be deemed given when delivered, if delivered personally or the next business day if sent by reputable overnight delivery service that provides proof of delivery, or three (3) days after mailing if sent by certified or registered mail, return receipt requested.

27. **Broker.** Each Party represents and warrants to the other no real estate broker was instrumental in effecting this Lease. Tenant will indemnify and defend Landlord from the claim of any broker, that such broker was authorized on behalf of Tenant to make an offer to Landlord with respect to this transaction.

28. **Tenant's Right to Quiet Enjoyment.** Upon paying the rents and other sums required of Tenant under the Lease and faithfully and fully performing the terms, conditions, and covenants of the Lease on Tenant's part to be performed, Tenant will peaceably and quietly have, hold and enjoy the Premises for the Lease term.

29. **Miscellaneous.**

(a) **Validity of Lease.** The provisions of this Lease are severable. If any provision of the Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction, it will not affect the validity of any other provision of this Lease.

(b) **Non-waiver by Landlord.** The rights, remedies, options or elections of Landlord in this Lease are cumulative, and the failure of Landlord to enforce performance by Tenant of any provision of this Lease applicable to Tenant, or to exercise any right, remedy, option, or election, or the acceptance by Landlord of the Fixed Annual Rent or Additional Rent from Tenant after any default by Tenant, in any one or more instances, will not act as a waiver or a relinquishment at the time or in the future, of Landlord of such provisions of this Lease, or of such rights, remedies, options, or elections, and they will continue in full force and effect.

(c) **Entire Agreement.** This Lease contains the entire agreement between the Parties. No representative, agent, or employee of Landlord has been authorized to make any representations, warranties, or promises with respect to the letting, or to vary, alter, or modify the provisions of this Lease. No additions, changes, modifications, renewals, or extensions of this Lease will be binding unless reduced to writing and signed by both parties.

(d) **Effective Law.** This Lease will be governed by, construed, and enforced in accordance with the laws of the State of Georgia without giving effect to its principles of conflicts of law. Landlord and Tenant waive their right to trial by jury in any action, proceeding or counterclaim brought by either of the Parties against the other, or with respect to any issue or defense, on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use and occupancy of the Premises, including summary proceedings and possession actions, and any emergency statutory or other statutory remedy.

(e) **Captions.** The captions of the paragraphs in this Lease are for reference purposes only and will not in any way affect the meaning or interpretation of this Lease.

(f) **Obligations Joint and Several.** If there is more than one party tenant, their obligations under this Lease are joint and several. If Tenant is a partnership, the obligations of Tenant under this Lease are joint and several obligations of each of the partners and of the partnership.

(g) **Counterparts.** This Lease may be executed in one or more counterparts, each of which will be an original, and all of which constitutes one and the same Lease.

(h) **Landlord's Performance of Tenant's Obligations.** The performance by Landlord of any obligation required of Tenant under this Lease will not be construed to modify this Lease, nor will it create any obligation on the part of Landlord with respect to any performance required of Tenant under this Lease, whether Landlord's performance was undertaken with the knowledge that Tenant was obligated to perform, or whether Landlord's performance was undertaken as a result of mistake or inadvertence.

(i) **Remedies and Rights Not Exclusive.** No right or remedy conferred upon Landlord will be considered exclusive of any other right or remedy, but will be in addition to every other right or remedy available to Landlord under this Lease or by law. Any right or remedy of Landlord may be exercised from time to time, and as often as the occasion may arise. The granting of any right, remedy, option, or election to Landlord under this Lease will not impose any obligation on Landlord to exercise the right, remedy, option, or election.

(j) **Signature and Delivery by Landlord.** This Lease is of no force and effect unless it is signed by Landlord and Tenant, and a signed copy of this Lease delivered by Landlord to Tenant. The mailing, delivery or negotiation of this Lease by Landlord or Tenant or any agent or attorney of Landlord or Tenant prior to the execution and delivery of this Lease as set forth in this subparagraph will not be deemed an offer by Landlord or Tenant to enter into this Lease, whether on the terms contained in this Lease or on any other terms. Until the execution and delivery of this Lease as set forth in this subparagraph, Landlord or Tenant may terminate all negotiations and discussions of the subject matter of this Lease, without cause and for any reason, without recourse or liability.

(k) **Inspection, Length of Time of Tenant's Default.** Nothing in this Lease requires Landlord at any time to inspect the Premises to determine whether Tenant is in default of Tenant's obligations under this Lease. Any default by Tenant of the provisions of this Lease for any length of time, and whether Landlord has direct or indirect knowledge or notice of the default, is not a waiver of Tenant's default by Landlord, and Landlord has the right to declare Tenant in default, notwithstanding the length of time the default exists.

(l) **No Offer.** The submission of the Lease to Tenant will not be deemed an offer by Landlord to rent the Premises to Tenant, such an offer only being made by the delivery to Tenant of a Lease signed by Landlord.

(m) **Surrender.** Neither the acceptance of keys to the Premises nor any other act or thing done by Landlord or any agent, employee or representative of Landlord will be deemed to be an acceptance of a surrender of the Premises, excepting only an agreement in writing, signed by Landlord, accepting or agreeing to accept a surrender of the Premises.

(n) **Drafting Ambiguities; Interpretation.** In interpreting any provision of this Lease, no weight will be given to nor will any construction or interpretation be influenced by the fact that counsel for one of the parties drafted this Lease, each party recognizing that it and its counsel have had an opportunity to review this Lease and have contributed to the final form of this Lease.

(o) **References.** In all references to any persons, entities, or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Lease may require.

(p) **Binding Effect.** This Lease is binding upon and will inure to the benefit of the parties, their legal representatives, successors, and permitted assigns.

(q) **Landlord Defined.** The term "Landlord" in this Lease means and includes only the owner at the time in question of the Premises and, in the event of the sale or transfer of the Premises, Landlord will be released and discharged from the provisions of this Lease accruing after the sale or transfer, but such provisions will be binding upon each new owner of the Premises while such party is an owner.

(r) **Time of the Essence.** Time is of the essence of this Lease.

(s) **No Recordation.** Neither this Lease, nor any memorandum, affidavit, or other writing with respect to this Lease, will be recorded by Tenant or by anyone acting through, under or on behalf of Tenant, and recording in violation of this provision will make this Lease voidable at Landlord's election.

(t) **Effect of Termination of Lease.** No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period

prior to the termination thereof or subsequent to termination thereof if Tenant abandons the Premises.

(u) **Mortgagee's Rights.** Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt that is now, or may hereinafter be placed upon the Premises by Landlord. Tenant shall, if requested by Landlord, execute a separate agreement reflecting such subordination.

(v) **No Estate in Land.** This Lease shall create the relationship of a Landlord/Tenant between the Parties hereto; no estate shall pass from Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant, except by Landlord's consent. Tenant also waives all homestead rights and exemptions that he/she/it may have under any law as against any obligation owing under the Lease.

(w) **Holding Over.** If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of the Parties, Tenant shall be 'at will' at the rental rate which is in effect at the end of the Lease; and there shall be no renewal of this Lease under law. If Tenant remains in possession of the Premises after expiration of the term hereof without the Landlord's acquiescence, then, Tenant shall be 'at sufferance', and commencing on the day following the date of such expiration, the monthly rent payable under this form of agreement shall, for each month or part thereof during which Tenant so remains in possession be 115% of the monthly rental was in effect at the end of the Lease.

(x) **Special Stipulations.** Tenants shall keep the store open a minimum of 150 hours per week. Store must maintain a minimum of \$90,000 in inventory at all times. Store must maintain at least 3000 gallons of regular, 1500 gallons of premium, and 1000 gallons of diesel in stock at all times (if store sells fuel). Tenants shall make sure all fueling positions are in working condition at all times. Tenants shall honor any and all contracts the landlord has entered into in terms of the business operations. Landlord has the right to enter the premises to count inventory and confirm contracts at any time. Tenant shall have 24 hours to remedy any issues. If not fixed within 24 hours the lease shall be deemed terminated.

(y) **Returned Checks/Drafts.** Tenant shall be charged the sum of Five Hundred Dollars (\$500.00) for any check returned to the Landlord by Tenant's bank for non-payment of funds or any other reason whatsoever. Landlord may thereafter, at its sole option, insist upon payment of any sums due hereunder (including without limitation the Base Rent) by cashier's check, money order, or certified funds only.

(z) **Extra Services.** If, at the request of Tenant, Landlord chooses, in its sole discretion, to provide Tenant with services in excess of those specified, such extra services shall be furnished to Tenant, at Tenant's cost and expense, at such reasonable charges as may be determined by Landlord, but in no event at a charge less than Landlord's actual cost of administrative services,

labor, equipment, and utilities incurred in connection with such extra services.

- (aa) **Security.** Landlord shall not be liable to Tenant or any other person or entity for any theft, disappearance or loss of any property from the Premises, nor for the acts of other tenants or any other person in the Premises or other building.
- (bb) **Temporary Closure of Common Areas.** Landlord may close temporarily any part of the parking facilities or other portion of the common areas for such periods of time as may be necessary for: (a) temporary use as a work area in connection with the construction of any building(s) or other improvement(s) in or which are to be a part of the Premises, (b) repairs or alterations in or to the common areas or to any sewers, utility facilities or distribution lines located within the common areas, (c) preventing the public from obtaining prescriptive rights in or to the common areas, (d) security reasons, or (e) doing and performing such other acts (whether similar or dissimilar to the foregoing) in, to and with respect to, the Common Areas as in the use of good business judgment the Landlord shall determine to be appropriate for the Premises; provided, however, that Landlord shall use reasonable efforts not to interfere unreasonably with Tenant's business.
- (cc) **Rules and Regulations.** Tenant shall abide by the rules and regulations in regard to the Premises, annexed hereto as Exhibit "B" and all reasonable rules and regulations which Landlord may hereafter, from time to time, adopt and promulgate for the government and management of the Premises. Exhibit "B" is hereby made a part of this Lease and shall, during the said term, and all extensions thereof, be in all things observed and performed by Tenant, its agents, employees and invitees.
- (dd) **Covenants and Restrictions.** Tenant shall abide by all covenants and restrictions of record in the property records of the Superior Court of Houston County, Georgia in regard to the Premises, annexed hereto as Exhibit "C" and all reasonable covenants and restrictions which Landlord may hereafter, from time to time adopt and promulgate for the purpose of maintaining and maintain the Premises. Upon Landlord's request, Tenant shall execute and sign any such acknowledgment as to complying with any covenant and restriction in effect or subsequently adopted. Exhibit "C" is hereby made a part of this Lease and shall, during the said term, and all extensions thereof, be in all things observed and performed by Tenant, its agents, employees, and invitees.
- (ee) **Personal Guaranty.** Tenant acknowledges that this Lease is guaranteed by Dineshkumar Patel of 128 Cedarland Dr Warner Robins GA who shall be liable for all costs and expenses associated with this Lease, including, but not limited to, the Fixed Annual Rent, Additional Rent, and such other sums as set forth in this Lease. The Guaranty described herein is attached hereto as Exhibit "D", and incorporated herein by this express reference.
- (ff) **Additional Security.** Tenant acknowledges and agrees that this Lease is further secured by the inventory and assets set forth in Exhibit "E". Tenant agrees to execute such further and other documents to memorialize and evidence such additional security interests, including, but not limited to, the security agreement. Tenant further authorizes the Landlord to execute and file on

behalf of itself and the Tenant, such Uniform Commercial Code Financing Statements as it deems sufficient to perfect such security interest. Such Security Agreement and UCC Financing Statements shall be incorporated and made a part this Lease, and may be attached as a part of

Exhibit "E". The failure to attach the Security Agreement and UCC Financing Statement to this Lease shall not affect the validity of the Tenant's grant of the additional security granted hereby.

(gg) **Attorneys' Fees**. If any rent or other sum owing or otherwise payable under this Lease is collected by or through an attorney at law, Tenant agrees to pay fifteen percent (15%) thereof as attorneys' fees.

Signatures on the next page.

The undersigned have executed this Lease as of the date first above written:

Landlord:

Tenant:

By:

By:

Print Name: Kunj Patel

Print Name: Dineshkumar Patel

Title: President

Title: Owner

Date: 8/1/2024

Date: 8/1/2024

Signature:



Signature:

D. J. Patel

EXHIBIT "A"

legal Description

EXHIBIT "B"

Rules and Regulations

EXHIBIT "C"

Covenants and Restrictions

EXHIBIT "D"

Guaranty

EXHIBIT "E"

**Security Agreement
(Inventory / Asset)**

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: D. J. Patel Date: 8/27/24

Business Name: Exxon Food mart

I hereby certify that Dineshkumar 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 27th day of August, 2024.

[Signature]
Notary Public

February 1st, 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: D. J. Patel Date: 8/27/24
(If different from Agent)

Title: owner

Business Name: Exxon Food mart

I hereby certify that Dineshkumar 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 27th day of August, 2024.

[Signature]
Notary Public

February 1st, 2026
My Commission Expires



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Exxon Food mart

Business Address: 4290 Dellwood Dr 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.

D. J. Patel
Applicant/Agent Signature

8/27/24
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: Exxon Food mart

Business Address: 4290 Dellwood Dr Macon GA 31204

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

[Signature] (#3710)
Code Enforcement Department Designee

8/27/2024
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.

D J Patel
Applicant/Agent Signature

8/27/24
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>.

D. J. Patel

Signature

Dimeshkumar Patel

Print Name

8/27/24

Date



Alcohol License Questionnaire

Name of Business: Exxon Food mart
Owner's Name: Dineshkumar Patel
Address: 4290 Dellwood Dr
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

D. J. Patel

Signature

Dineshkumar Patel

Print Name

8/27/24

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: Exxon Food Markt

Business Address: 4290 Dellwood Dr 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

D. J. Patel
Applicant/Agent Signature

8/27/24
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

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Dinesh Kumar Patel

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):

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

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

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

Dineshkumar Patel D. J. Patel
Print and Sign Name

Sworn to and subscribed before me this
27th day of August, 2024.

[Signature]
Notary Public

My Commission Expires: February 1st, 2026



Macon-Bibb County Certificate of Good Standing

Procedural

1. Name and Title of the applicant: Kunj Patel

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):

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

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

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

Kunj Patel Kunj Patel
Print and Sign Name

Sworn to and subscribed before me this
27th day of August, 2024.

[Signature]
Notary Public

My Commission Expires: February 1st, 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: Dineshkumar Patel – Fingerprints Completed: 09.18.2024



Business Name: Hayaan 2024 LLC DBA Exxon Food Mart

Business Address: 4290 Dellwood Dr Ste B Macon GA 31204

DocuSigned by:

After investigation, I recommend that the license requested herein be:		
Granted	 Sheriff, Macon-Bibb County, Georgia	10/1/2024
	1C561778CDEE414...	Date
Denied	_____	_____
	Sheriff, Macon-Bibb County, Georgia	Date

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

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



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

Review Form

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

The following required documents are included in the application:

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

Legal Review 1/7/2025(Date) DS
SD (Initials)

Comments

After review, legal recommends approval.

Initials

Initial
SF Stephanie Freeman, Administrative Office Specialist

After recording, return to:
Mark S. Watson
Watson Legal Group, LLC
PO Box 28945
Macon, Georgia 31221

SPACE ABOVE FOR RECORDING

STATE OF GEORGIA
COUNTY OF BIBB

QUITCLAIM DEED
(Deed Drawn Only)

THIS INDENTURE, made this ____ day of _____, 2024 by and between MERDEL, LLC (“Grantor”), as party of the first part, and HH 4290, LLC (“Grantee”), as party of the second part. The Grantor and Grantee are each a “Party” and sometimes collectively referred to as the “Parties”.

WITNESSETH:

That for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), in cash, and other good and valuable consideration, paid by the Grantee to Grantor, the receipt whereof is hereby acknowledged, the Grantor does hereby give, grant, remise, release, and forever quitclaim unto the Grantee, its successors and assigns, the following described lands, situate in Houston County, Georgia, to wit:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 112 OF THE FOURTH LAND DISTRICT OF BIBB COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED AS TRACT “SP” ON A BOUNDARY SURVEY FOR “SOUTHEAST PROPERTIES” DATED MAY 10, 2004 BY JESSE COLLINS, JR., GEORGIA REGISTERED LAND SURVEYOR NO. 2085 RECORDED IN PLAT BOOK 91, PAGE 320, CLERK’S OFFICE, BIBB SUPERIOR COURT. SAID PLAT IS INCORPORATED HEREIN BY REFERENCE THERETO.

SUBJECT, HOWEVER, TO CERTAIN RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD OR EVIDENCED BY USE.

TO HAVE AND TO HOLD the said described property unto the Grantee, its successors and assigns, in Fee Simple, so that neither the Grantor, nor his/her/its heirs, assigns, or any other person or persons claiming under he/she/it shall, at any time, claim or demand any right, title or interest to the aforesaid described property or its appurtenances.

The Grantor does not warrant the title to said property herein conveyed, except against Grantor and against those claiming under the Grantor.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and affixed his/her/its seal the day and year first above written.

MERDEL, LLC

By: _____
Print name: _____
Title: _____

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Sworn to and subscribed before me on
this ____ day of _____, 2024.

Notary Public (Affix Seal)
My commission expires: _____

HH 4290, LLC

P.O. Box 28257
Atlanta, GA 30328
December 21, 2024

Hayaan 2025 LLC

4290 Dellwood Dr.
Macon, GA 31206

Subject: Confirmation of Property Transfer

Dear Hayaan 2025 LLC,

I am writing on behalf of HH 4290, LLC to confirm that the property located at 4290 Dellwood Dr, Macon, GA 31206 has been transferred to HH 4290, LLC as part of a consolidation process. The transfer was executed through a quitclaim deed, which has been duly submitted to the courthouse for processing.

For your reference, I have attached a copy of the submitted quitclaim deed as evidence of this transfer. Please be assured that this change does not affect your tenancy, and all terms and conditions of your lease agreement remain in full effect.

If you have any questions or require further clarification, please feel free to contact our office directly.

Thank you for your cooperation and understanding.

Sincerely,

Kunj Patel

Member
HH 4290, LLC
P.O. Box 28257
Atlanta, GA 30328
478-832-0041



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

ADDED TO THE JANUARY 14, 2025 COMMITTEE OF THE WHOLE

Business Information

Business Name: VARSHA 2024 LLC
DBA Name: SHAN FOOD MART
Business Type: Subchapter S Corp.

Address Information

Location Address: 100 S HERON ST STE A MACON GA 31206-3154

Alcohol License Information

License Type: Retail
Start Date: 09-17-2024
Beer: Yes
Wine: Yes
Liquor: No
Airline or Railway Carrier: No
Local Jurisdiction Type: County
Local Jurisdiction: BIBB
Arrest History: No

Licensee Information

Licensee Type: Business
Licensee Name: PATEL, SANGITABEN

Additional Information

Primary NAICS: 457120

Officers

PATEL, SANGITABEN
PATEL, SANGITABEN D.

Officer or Responsible Party

Both
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.

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

Agent Information

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

Location/Business Information

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

Business Continuation

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

Select One: New Business Change of location Change of Business

BUSINESS

Federal Tax ID #: 99-4016967 State Tax ID#: 20299808809
Business Name: Shun Food must Corporate and Trade Name: vaasha 2024 LLC
Local Business Address: 100 S heron St macon, GA, 31206
(P.O. Box Not Allowed) City State Zip
Mailing Address: 100 S heron St, macon, GA, 31206
Street Address (City State Zip)
Local Business Phone #: _____ Email Address: Dimeshkumar1977123@gmail.com
Contact Person: Sangitaben Patel Contact Phone #: 478-234-5596

AGENT

Agent's Name: Sangitaben Patel Agent's Title: owner
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Home Address: 128 Cedarland dr City: Warner Robins State: GA Zip: 31088
Home Phone #: [REDACTED] Email: Dimeshkumar1977123@gmail.com
Mailing Address: 100 S heron St City: macon State: GA Zip: 31206

INDIVIDUAL/OWNER INFORMATION

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

Owner/Individual's Name: Sangitaben Patel Title: owner
Home Address: 128 Cedarland dr City: Warner Robins State: GA Zip: 31088
Home Phone #: [REDACTED] Email: Dimeshkumar1977123@gmail.com
Mailing Address: 100 S heron St City: macon State: GA Zip: 31206

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):	Sangitaben Dineshk Patel		
Home Address:	128 Cedarland Dr Warner Robins GA 31088		
Sex	Race	Date of Birth	Social Security Number
F	Asian		

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

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

Signature S. D. Patel Date 8/26/24

*****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</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: Sham Food mart

Printed Name of Applicant: Sangitaben Patel

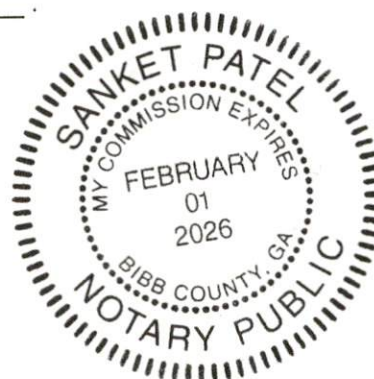
*Signature of Applicant: S.D. Patel


SUBSCRIBED AND SWORN BEFORE ME ON

THIS 27th DAY OF August, 2024.

[Signature]
NOTARY PUBLIC

February 1st 2026
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

1024263145432XS

Class of Admission (COA) Code

31

Country of Birth

ND - INDIA

Date Admitted To

NDEFINITE

Agency Submitted Details

Full Name

Sangitaben Patel

Date of Birth

[REDACTED]

Alien Number

[REDACTED]

Initiated On

09/19/2024

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: SANGITABEN PATEL
PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO
BUSINESS LOCATION: 100 SOUTH HERON ST.
BUSINESS NAME: SHAN FOOD MART

To Be Completed by County Engineer

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

Comply Does not Comply

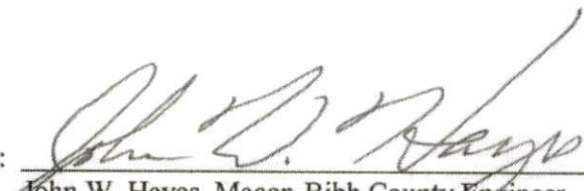
2. An alcoholic beverage license has been previously issued for this location, so the license may be continued to be issued or renewed for the same location despite a nearby property use which does not meet the distance requirements.

Comply Not Applicable Unknown

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

Comply Complies , but does not comply with other restrictions

Not Applicable

By: 
John W. Hayes, Macon-Bibb County Engineer

Date: 8/29/24

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

RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises.

OR

Package Sale to Go (Convenience Store)

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

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

(Revised 8-23-2023) PJH

- Shan Food Mart
- #200 South Heron Street
- 1,900' — SCHOOL GROUND property line
- Southwest High School
- 2,700' — SCHOOL BUILDING
- Southwest High School
- 3,150' — COLLEGE CAMPUS property line
- Central Georgia Technical College
- 20,400' — ALCOHOLIC TREATMENT CENTER building
- River Edge - Emery Hwy.
- 4,100' — PUBLIC LIBRARY or BRANCH building
- Macon - Mall Branch
- 400' — MACON-BIBB COUNTY HOUSING AUTHORITY property
- Anthony Homes
- 3,250' — CHURCH (building)
- Althela Baptist Church
- 3,050' — CHURCH GROUNDS
- Althela Baptist Church
- 6,250' — M-B COUNTY RECREATION CENTER property
- Frank Johnson Recreation Center
- N/A — Vice Mart - Small Box Retail Store - Small Box Discount store (2500')

OK!

Paul J. Hornowski

August 27, 2024

Applicant Self-identifies as a:

" 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
145673	587912	Print Legal Ad-IPL01916830 - IPL0191683	SHAN FOOD MART	\$46.36	1	29 L

Attention: Sangitaben Patel

Sangitaben Patel
100 SOUTH HERON STREET
Macon, GA 31206

Dineshkumar1977123@gmail.com

GEORGIA, BIBB COUNTY

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

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the September 6, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as VARSHA 2024 LLC/SHAN FOOD MART, 100 SOUTH HERON STREET 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 August 30, 2024. Sangitaben Patel, Applicant
IPL0191683
Aug 30, Sep 6 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:

08/30/24, 09/06/24

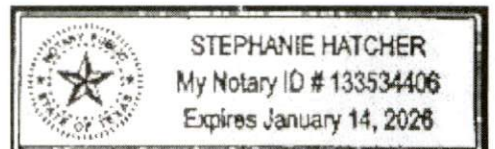
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Semons

Sworn to and subscribed before me this 9th day of September 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-2024-2209	PERMIT TYPE: Permitted Use	DATE ISSUED: 09/19/2024
PARCEL NO: N0920015	ZONING DISTRICT: C-2	NEW CONSTRUCTION: No
NAME OF APPLICANT:	Sangitaben	Patel
	Shan Food Mart	
PROPOSED USE:	Change of ownership	
	C-store with fuel sales and alcohol PTG	
ADDRESS OF PROPOSED USE:	100 S HERON ST	
PROPERTY OWNER'S NAME:	ESHERON PROPERTIES LLC	

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application and ZC-2018-20715, approval is granted to change the ownership of an existing c-store with fuel sales and alcohol PTG and continue its operation as it is currently. This approval shall also grant interior renovations if necessary. 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: 09/19/2025

APPROVED BY: *Thomas Neaves*

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

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

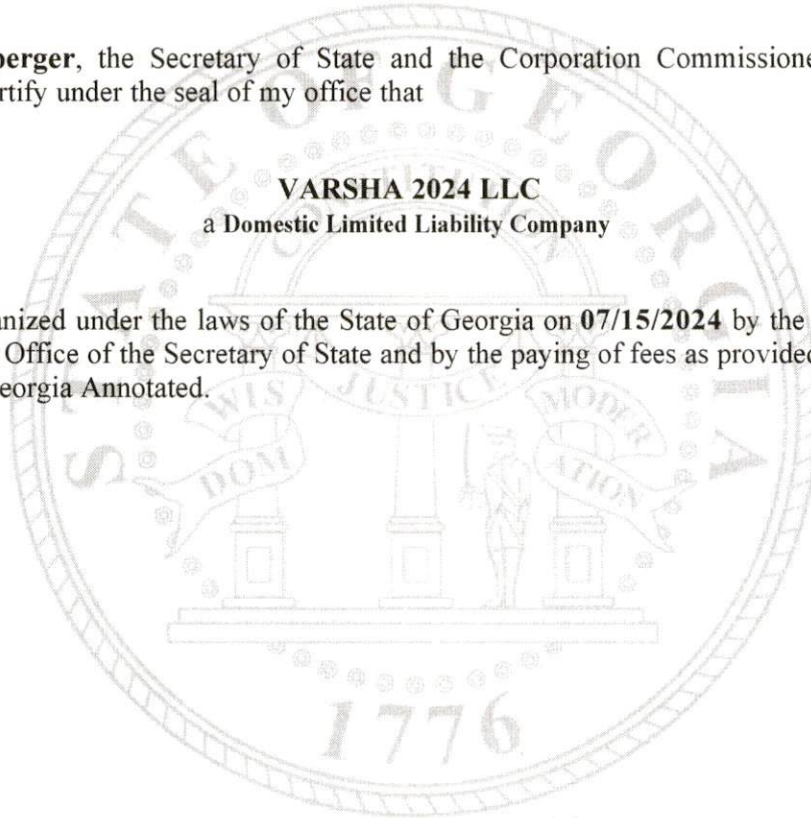
Atlanta, Georgia 30334-1530

CERTIFICATE OF 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

VARSHA 2024 LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **07/15/2024** by the filing of articles of organization in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.



WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on **07/16/2024**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 7/15/2024 11:14:22 AM

BUSINESS INFORMATION

CONTROL NUMBER 24135480
BUSINESS NAME VARSHA 2024 LLC
BUSINESS TYPE Domestic Limited Liability Company
EFFECTIVE DATE 07/15/2024

PRINCIPAL OFFICE ADDRESS

ADDRESS 100 S HERON ST, STE A, MACON, GA, 31206, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
SANGITABEN PATEL	100 S HERON ST, STE A, MACON, GA, 31206, USA	Bibb

ORGANIZER(S)


NAME	TITLE	ADDRESS
SANGITABEN PATEL	ORGANIZER	128 CEDARLAND DR, WARNER ROBINS, GA, 31088-1250, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE SANGITABEN PATEL
AUTHORIZER TITLE Organizer

 **IRS** DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 07-17-2024

Employer Identification Number:
[REDACTED]

Form: SS-4

Number of this notice: CP 575 G

VARSHA 2024 LLC
SHAN FOOD MART
% SANGITABEN D PATEL SOLE MBR
100 S HERON ST STE A
MACON, GA 31206

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 99-4016967. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

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: Shan Food mart Name of Corporation: Vaasha 2024 LLC

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

Individual:

Name and Title: Sangitaben patel (owner) Telephone Number: [REDACTED]

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

Residential Street Address: 128 cedartand dr warner-robins ga 31088
P.O. Box Not Allowed (City State Zip)

Mailing Address: 100 south heron street macon, ga 31206
(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 (LLLLP)
 - 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): 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: Sangitaben Last Name: Patel

Home Address: 128 Cedarland Dr City: Warner Robins State: GA Zip: 31088

Home Phone #: [REDACTED] Email: Dineshkumar1977123@gmail.com

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

Mailing Address: 100 S heron St City: Macon State: GA Zip: 31206

- A certificate showing completion of an Alcohol Handler's training course taken within the last three years.
- An unexpired identification card issued by any U.S. State or The United States government, bearing a current photograph of the applicant.
- Current Color photograph of applicant.
- \$25 cash, 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.

S. D. Patel
Applicant's Signature

8/26/24
Date

I hereby certify that Sangitaben 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 27th day of August, 2024.

[Signature]
Notary Public



February 1st 2026
My Commission Expires



Cheers Entertainment Services Bar Training
CERTIFICATE OF COMPLETION

Awarded To

SANGITABEN PATEL

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2024-09-17

Serial No.

cert_fyh9pq54





Sangitaben Patel



AH001391

ALCOHOL HANDLER

EXP: 12/31/2025

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") entered into and dated the 1st day of August, 2024 the "Effective Date", by, _____ between, and among HH 100 LLC, a Georgia Corporation (the "Landlord"), on the one hand; and Varsha 2024 LLC, a Georgia Corporation (the "Tenant") on the other hand. The Landlord and Tenant are each a "Party", and collectively, the "Parties".

1. **Leased Premises.** Landlord leases and rents to Tenant, and Tenant leases and rents from Landlord, in accordance with the provisions of this Lease, the land, together with the building and improvements on it, located 100 S Heron St Macon GA 31206, more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this express reference, annexed hereto and made a part of this Lease. The land, building and improvements are herein referred to as the "Premises". This Lease is made subject to such facts as an accurate survey may disclose, easements, rights of way, and restrictions of record. Landlord will deliver the Premises to Tenant "AS-IS, WHERE IS", in its condition as of the Effective Date of this Lease. Except as set forth in this Paragraph and Subparagraph 5(a) below, Tenant acknowledges and agrees that neither Landlord nor its agents have made any representations to Tenant about the condition of the Premises or any promises to alter, modify, add to, repair or improve the Premises.

2. **Term.** (i) Original Term. The term of this Lease will be for Five (5) years, commencing on the 1st day of August 2024 (the "Commencement Date"), and ending midnight, July 31st, 2029 "Expiration Date"), subject to extension or earlier termination as provided below. (ii) Renewal Term. The Original Term of this Lease may be extended by an additional 3 five (5) year terms upon written notice to the Landlord of Tenant's renewal. Renewal shall be at the sole discretion of the landlord. Landlord may refuse to renew lease term. Landlord shall provide notice of its decision within 30 days of receiving notice of renewal from tenant. Tenant shall notify Landlord no less than six (6) months prior to the expiration date of such Original Term and. If, for any reason, whether or not attributable to the fault of the Landlord, the Landlord is unable to deliver possession of the Premises to the Tenant on the Commencement Date, Landlord shall not be liable to Tenant in any way for damages and this Lease shall not terminate; however, Tenant shall have obligation to pay rent hereunder until possession of the Premises is delivered to Tenant, and the term of this Lease shall be deemed to be current, where such beginning and ending dates of the Original Term or Renewal Term shall remain the same.

3. **Use of the Premises.** (i) Use by Tenant and Certificate of Occupancy. Tenants will use and occupy the Premises only as and for the operation of a Convenience Store and Gas Station with 2 suites and no other. In the event required, Tenant will, at Tenant's own expense, apply for and obtain a Certificate of Occupancy with respect to the Premises, based upon the use set forth above, from the appropriate authority, prior to the commencement date of the Lease. (ii) Prohibited Use. Tenant will not occupy nor use all or any part of the Premises nor permit or suffer the Premises to be occupied or used for any purpose other than as provided for in this

Lease.

4. **Fixed Annual Rent, Additional Rent, and Other Sums to Be Paid by Tenant.**

(a) **Fixed Annual Rent.** During the Lease term, Tenant will pay Landlord the Fixed Annual Rent set forth below on the first day of each month, in advance, with the exception that the first monthly installment of Fixed Annual Rent will be paid upon execution and delivery of this Lease, the receipt of which is acknowledged by Landlord, subject to collection.

Lease Period	Fixed Monthly Rent	Total Fixed Annual Rent
Years 1-5	\$8,000	\$ 96,000
Years 5-10	\$8,500	\$ 102,000
Year 10-15	\$9,500	\$ 114,000
Years 15-20	\$10,000	\$ 120,000

(b) **Additional Rent Based upon Real Estate Taxes.** As Additional Rent, Tenant will pay Landlord the annual real estate taxes and assessments assessed and levied against the Premises, on the first (1st) day of each month, in advance, in a sum equal to 1/12th of the annual real estate taxes and assessments due and payable for the then calendar year. If at a time a payment is required the amount of the real estate taxes and assessments for the then calendar year will not be known, Tenant will pay Landlord, as additional Rent, 1/12th of the real estate taxes and assessments for the preceding calendar year; and upon ascertaining the real estate taxes and assessments for the current calendar year, Tenant will pay Landlord any difference upon demand, or if Tenant will be entitled to a credit, Landlord will credit the excess against the next monthly installment(s) of Additional Rent falling due. Additional Rent based upon real estate taxes and assessments payable for the first and last years of the lease term will be adjusted and pro-rated, so that Landlord will be responsible for Landlord's prorated share for the period prior to and subsequent to the lease term, and Tenant will pay Landlord its prorated share for the lease term. All real estate taxes and assessments levied upon and/or assessed against the Premises (which includes real estate, buildings, and improvements thereon) and all costs associated with any appeal process to lower the tax valuation amount are deemed to be Additional Rent based upon real estate taxes. Lease shall be considered void if property taxes are not paid within the tax year.

(c) **Additional Rent Based upon the Landlord's Insurance.** (i) **Property Insurance.** As Additional Rent, upon demand, prior to and as and when insurance premiums will be due and payable, Tenant will pay Landlord, Landlord's Property Insurance (Special Form) insurance premium (which insurance may include, without limitation, rent insurance, building ordinance coverage, water damage, war and terrorism insurance, and such other coverages as Landlord will determine from time to time). This insurance will: (A) name only Landlord and Landlord's

mortgagee, if any, as the insured and provide that any loss will be payable to Landlord and Landlord's mortgagee, if any, as their respective interests may appear; (B) be in such an amount as may be determined by Landlord from time to time; (C) provide that no act of Tenant will impede the right of Landlord or Landlord's mortgagee, if any, to receive and collect the insurance proceeds; and (D) provide that the right of Landlord and Landlord's mortgagee, if any, will not be diminished because of any additional insurance on the Premises carried by Tenant for Tenant's own account. (ii) **Liability Insurance.** As Additional Rent, upon demand, as and when insurance premiums will be payable, Tenant will pay Landlord, Landlord's Commercial General Liability Insurance insurance premiums, which insurance will, without limitation, cover claims for bodily injury, death, and property damage, occurring in or about the Premises, including, without limitation, any sidewalks adjoining the Premises and Landlord's Excess or Umbrella Insurance Liability Insurance insurance premiums. This insurance will be in such amount as Landlord may determine from time to time. (iii) **Escrow.** At the option of Landlord, which Landlord may exercise at any time and from time to time, Tenant will pay to Landlord, as Additional Rent, the foregoing insurance premiums by paying to Landlord, on the first (1st) day of each month, in advance, the sum equal to 1/12th of the annual insurance premiums for the foregoing insurance coverages for the then current policy year. If at a time a payment is required the amount of the insurance premiums for the foregoing insurance coverages for the then current policy year will not be known, then Tenant will pay to Landlord, as Additional Rent, 1/12th of the annual insurance premiums for the foregoing insurance coverages for the immediately preceding policy year; and upon ascertaining the amount for the current policy year, Tenant will pay to Landlord the difference upon demand, or if Tenant will be entitled to a credit, Landlord will credit the excess against the next monthly installment(s) of Additional Rent for insurance premiums falling due. Additional Rent for insurance premiums payable for the first and last years of the lease term will be adjusted and pro-rated so that Landlord will be responsible for Landlord's pro-rated share for the period prior to and subsequent to the Lease term, and Tenant will pay to Landlord its pro-rated share for the lease term.

(d) **Additional Rent Based upon Other Sums.** Tenant will pay Landlord, as Additional Rent, all other sums of money on Tenant's part to be paid pursuant to the terms, covenants and conditions of this Lease. If the rent increases do not meet or exceed the yearly inflation numbers based CPI. This difference in rent paid versus rent earned shall be calculated at the end of the lease term and will be owed to the landlord at time of lease term extension. Lease may not be extended until such monies have been settled.

(e) **Additional Rent Based upon Reimbursement to Landlord.** If Tenant fails to comply with or to perform any of the terms, conditions, and covenants of this Lease, Landlord may (but with no obligation to do so) carry out and perform such terms, conditions, and covenants, at the expense of Tenant, which expense will be payable by Tenant, as Additional Rent, upon the demand of Landlord, together with interest at the prime rate per annum as set forth in the Wall Street Journal, plus two percent (5%) (the "Prime Rate"), which interest will accrue from the date of Landlord's demand.

(f) **Additional Rent Based upon Late Payment.** If Tenant defaults for more than five (5) days in the payment of any monthly installment of Fixed annual Rent. Additional Rent. or any of

the sums required of Tenant under the Lease, or if Tenant, within five (5) days after demand from Landlord, fails to reimburse Landlord for any expenses incurred by Landlord pursuant to the Lease, together with interest, then Tenant will pay Landlord, as Additional Rent, a late charge of five percent (5%) of the rent or expenses.

(g) **Additional Rent Based upon Landlord's Legal Expenses in Enforcing Lease.** As Additional Rent, Tenant will pay Landlord all reasonable attorneys' fees that may be incurred by Landlord in enforcing Tenant's obligations under this Lease; however, in the event Landlord commences a suit against Tenant to enforce Tenant's obligations under this Lease, and such suit is tried to conclusion and judgment is entered in favor of Tenant, then, in that event, Tenant will not be under any obligation to pay Landlord the attorneys' fees that Landlord may have incurred.

(h) **Additional Rent Based upon Taxes Based on Rent.** If, at any time during the term of this Lease, a tax or charge is imposed by the State of Georgia, Bibb County, Georgia, the City of Macon, Georgia, or such other or additional county or municipality in which the Premises is located, pursuant to any future law, which tax or charge will be based upon the rent due or paid by Tenant to Landlord and Tenant will pay Landlord, as Additional Rent, such tax or charge. The foregoing will not require payment by Tenant of any income taxes assessed against Landlord or of any capital levy, franchise, estate, succession, inheritance, or transfer tax due from Landlord.

(i) **Additional Rent Based upon Common Area Maintenance (CAM).** Tenant will pay to Landlord as Additional Rent, all costs to maintain and repair common areas, parking lots, sidewalks, driveways, and other areas used in common areas by the Tenant; all costs to supervise and administer said common areas, parking lots, sidewalks, driveways, and other areas used by Tenant; and any parking charges, utilities, surcharges, or any other costs levied, assessed, or imposed by, or interpretations thereof, promulgated by any governmental authority in connection with the used or occupancy of the Premises or the parking facilities serving the Premises.

(j) **Additional Rent - Summary and approximation.** In addition to the Fixed Annual Rent, Tenant's anticipated monthly Additional Rent is based upon Landlord's best estimate of such costs identified in Subparagraphs 4(b)-(i) during the first year of the Original Term. Landlord's estimate is based on the following:

Taxes:	\$ 12500
Insurance:	\$ 8500
CAM:	\$2500

Tenant acknowledges that this is a good-faith estimate of costs and that such amounts may fluctuate during the term of this Lease.

(k) **No Setoff and Application.** (A) No Setoff. Tenant will pay Landlord all Fixed Annual Rent, Additional Rent, and other sums required of Tenant under the Lease, without abatement, deduction, or setoff, and irrespective of any claim Tenant may have against Landlord; and this covenant will be deemed independent of any other terms, conditions or covenants of this Lease.

(B) Application. No payment by Tenant or receipt by Landlord of an amount less than the full Fixed Annual Rent, Additional Rent, or other sums required of Tenant under the Lease, will be deemed anything other than a payment on account of the earliest Fixed Annual Rent, Additional Rent, or other sum due from Tenant under the Lease. No endorsements or statements on any check or any letter accompanying any check or payment of Fixed Annual Rent, Additional Rent, or other sum due from Tenant under the Lease, will be deemed an accord and satisfaction of Landlord. Landlord may accept any check for payment from Tenant without prejudice to Landlord's right to recover the balance of Fixed Annual Rent, Additional Rent, or other sum due from Tenant under the Lease, or to pursue any other right or remedy provided under this Lease or by Requirements.

(l) **Place of Payment of Rent.** The Fixed Annual Rent, Additional Rent, and other sums required of Tenant under this Lease, will be paid by Tenant to Landlord at the address set forth below or to such other place as Landlord may notify Tenant. Payment must be made via ACH with a due date no later than the 15th of the month. If a tenant does not want to use ACH, the tenant shall pay an additional \$500 per month to pay by methods other than ACH.

5. **Condition, Repair, Replacement, and Maintenance of the Premises.**

(a) **Landlord's Obligations.** (i) NONE

(b) **Tenant's Obligations.** (i) Repairs. Tenant is responsible for all repairs and maintenance of the Premises.

6. **Tenant Insurance.**

(a) **Space Insured.** Landlord will not be required to name Tenant as an additional insured on any policy maintained by Landlord with respect to the Premises.

(b) **Tenant's Insurance.** Tenant will, at Tenant's own cost and expense, throughout the term of this Lease, maintain, and keep in full force and effect, insurance coverage for all furniture, fixtures, machinery (including, without limitation, communication systems, and computer systems), goods, supplies, products, and other personality of Tenant or others (collectively "Tenant's Property"), at or about the Premises. In addition, Tenant will also, at Tenant's own cost and expense, throughout the term of the Lease, maintain, and keep in full force and effect, commercial general liability insurance which will include, without limitation, insurance for (i) contractual liability in connection with Tenant's indemnity of Landlord under this Lease, and (ii) liability, or claims of liability, for bodily injury, death, or property damage, arising out of, occasioned by, or resulting from any accident or other occurrence in or about the Premises, including, without limitation, any sidewalks, parking areas, driveways, or other common areas of the Premises. Such insurance shall contain coverage and/or endorsements for a property that sells gasoline and that sells alcoholic beverages. The insurance will provide for coverage of not less

than \$2,000,000.00 for any single occurrence / \$4,000,000.00 general aggregate limit, will name Landlord as an additional insured, will have a deductible satisfactory to Landlord and will not have any self-insured retention or co-insurance provision. Landlord may request an increase in the limits of this insurance, if circumstances at the time reasonably warrant an increase. Tenant will deliver to Landlord, evidence of the insurance coverages to be maintained by Tenant pursuant to this Subparagraph 6(b), together with evidence of payment of premiums, on or

before the commencement date, and at least fifteen (15) days prior to the expiration or termination date of any policy. Upon request of Landlord, a copy of each policy will be delivered to Landlord. The policies will contain a provision that thirty (30) days' notice will be given to Landlord by the insurance carrier prior to any cancellation, modification or amendment to either policy.

(c) **Waiver of Subrogation.** Tenant releases Landlord from any liability arising out of a loss covered by any insurance. Tenant will, on or before the Commencement Date or any earlier entry into the Premises by Tenant, and on or before the renewal or replacement of the insurance policies referred to in Subparagraph 6(b) above, furnish Landlord with a certificate from each insurance carrier, in form satisfactory to Landlord, waiving their right of subrogation.

(a) **Hazardous and Toxic Materials.** (i) For purposes of this Lease, "Hazardous or Toxic Material(s)" means asbestos-containing materials and all other materials, substances, wastes, and chemicals classified as hazardous or toxic substances, materials, wastes, or chemicals under then-current applicable Laws or that are subject to any right-to-know Laws or requirements. (ii) Tenant will not knowingly incorporate into, or use or otherwise place or dispose of at the Premises, any Hazardous or Toxic Materials, except for use and storage of cleaning and office supplies used in the ordinary course of Tenant's business and then only if (A) such materials are in small quantities, properly labeled and contained, (B) such materials are handled and disposed of in accordance with the highest accepted industry standards for safety, storage, use, and disposal, (C) notice of and a copy of the current material safety data sheet is provided to Landlord for each such Hazardous or Toxic Material, and (D) such materials are used, transported, stored, handled, and disposed of in accordance with all applicable Laws. Landlord will have the right to periodically inspect, take samples for testing, and otherwise investigate the Premises for the presence of Hazardous or Toxic Materials. (iii) If Tenant or its employees, agents, or contractors ever violate the provisions of this Subparagraph 7(b)(iii) or otherwise contaminate the Premises, then Tenant will clean, remove, and dispose of the material causing the violation, in compliance with all applicable Laws and then prevalent industry practice and standards and will repair any damage to the Premises within such period of time as may be reasonable under the circumstances after written notice by Landlord (collectively, "Tenant's Environmental Corrective Work"). Tenant will notify Landlord of its method, time, and procedure for any clean-up or removal and Landlord will have the right to require reasonable changes in such method, time, or procedure or to require the same to be done after Business Hours. Tenant's obligations under this Subparagraph 7(b)(iii) will survive the termination of this Lease.

(b) **Survival.** This Paragraph 7 will survive the expiration or earlier termination of this Lease. Without limiting any other remedy available to Landlord under this Lease or by Requirements, Tenant's failure to abide by the terms of this Paragraph 7 will be restrainable or enforceable, as the case may be, by injunction.

7. **Alterations, Additions, and Improvements.** No alterations, additions, or improvements will be made by Tenant to the Premises, nor to any air-conditioning system, heating system, plumbing system, electrical system, nor will antennas or fixtures be installed in or on the building or improvements to the Premises, without the prior written consent of Landlord, which consent will not be unreasonably withheld conditioned or delayed. All alterations, additions, or improvements and systems installed in or attached to the Premises by Tenant will, at the option of Landlord, upon the expiration or earlier termination of the Lease, belong to and become the property of Landlord without any payment from Landlord and if such option is exercised, will be surrendered by Tenant in good order and condition as part of the Premises upon the expiration or sooner termination of the Lease term. At Landlord's written request, Tenant will restore the Premises to the condition it was in at the time the Premises was delivered to Tenant, such restoration to be completed on or before the expiration or earlier termination of the Lease term, at Tenant's own expense. Tenant will not use or penetrate the roof of the building on the Premises for any purpose whatsoever without the prior written consent of Landlord, which consent may be granted or withheld by Landlord, in Landlord's sole and absolute discretion. All alterations, additions, or improvements consented to by Landlord will be performed by Tenant in a good and workmanlike manner, in compliance with all Requirements.

8. **Fire and Other Casualty Affecting the Premises.**

(a) **Notice of Casualty by Tenant.** If the improvements situated upon the Premises are damaged or destroyed by any peril, including, but not limited to, water, fire, wind storm, hail, or other casualty (each such occurrence, a "Casualty"), at any time, whether covered by insurance to be provided by Tenant under this Lease, or not, Tenant will give prompt notice to Landlord and this Lease will continue in full force and effect.

(b) **Restoration by Tenant.** If at any time any Casualty occurs, Tenant will proceed in good faith and with due diligence to restore, replace, rebuild, and repair the improvements damaged or destroyed by such Casualty to substantially the same condition such improvements were in immediately prior to such damage or destruction, and Tenant's obligations to pay the Fixed Annual Rent, Additional Rent, and other sums required of Tenant under the Lease will not be abated or reduced, nor will Tenant be entitled to surrender possession of the Premises for that reason. The net insurance proceeds, if any, collected by Landlord from any insurance policy, and not otherwise payable to a mortgagee of Landlord, after deducting all costs of collection (including, but not limited to, the fees of any adjuster employed by Landlord with respect to the collection of any insurance proceeds), (the "Restoration Fund"), will be available to be used by Tenant for the restoration of the Premises. The Restoration Fund will be held by Landlord, and

provided Tenant complies with the provisions of this Paragraph, the Restoration Fund will be made available to Tenant, from time to time, in the manner and to the extent provided in this Lease, to pay for the costs of the restoration of the Premises; however, Landlord, before paying such monies over to Tenant, will be entitled to reimburse itself from the Restoration Fund to the extent, if any, of the expenses paid or incurred by Landlord in the administration of the Restoration Fund and oversight of the restoration, including, without limitation, fees for consultants, counsel, architects, and engineers. Any funds left after the completion of and payment for all restoration of the Premises will be retained by Landlord.

(i) **Requisitions for Payment.** The Restoration Fund will be paid to Tenant, from time to time, in installments as the restoration work progresses, upon requisitions to be submitted by Tenant to Landlord showing the cost of labor and materials incorporated in the restoration, or incorporated since the last previous requisition. If any vendor's, mechanic's, laborer's, or materialman's lien is filed against the Premises, Tenant will not be entitled to receive any further installment until such lien is satisfied or otherwise discharged.

(ii) **Amount of Payment.** The amount of any installment to be paid to Tenant will be such proportion of the total Restoration Fund received as the cost of labor and materials theretofore incorporated by Tenant in the restoration bears to the total estimated cost of the restoration by Tenant, less (A) all payments theretofore made to Tenant out of the Restoration Fund, and (B) ten percent (10%) of the amount so determined.

(iii) **Deficiency and Completion.** In the event the Restoration Fund is insufficient for the purpose of paying for the restoration, or to the extent any mortgagee will not permit the insurance proceeds to be used for restoration, Tenant will nevertheless be required to make the restoration and pay any additional sums required for the restoration. The restoration will be deemed complete when the restoration has been completed substantially in accordance with the plans and specifications therefore, as determined by a joint inspection by Landlord and Tenant, and a certificate of occupancy has been issued, allowing the improvements to be used and operated for their intended purpose.

(iv) **Conditions to Payment.** In addition to the foregoing, in no event will any Restoration Fund be paid until there has been submitted to Landlord: (A) **Architect or Contractor Certificate.** A certificate of Tenant's architect or Tenant's contractor stating that the sum then requested to be withdrawn either has been paid by Tenant or is justly due to contractors, subcontractors, materialmen, engineers, or architects who have rendered or furnished certain services and materials for the work and giving a brief description of such services and materials and the principal subdivisions or categories and the several amounts so paid or due to each person, and stating in reasonable detail the progress of the work up to the date of the certificate; the sum then requested does not exceed the value of the services and materials described in the certificate; and the balance of the Restoration Funds held by Landlord will be sufficient upon completion of the restoration to pay for the same in full, and stating in reasonable detail the estimate of the cost of such completion; (B) **Title.** There will be furnished to Landlord an official search, or a certificate of title insurance company reasonably satisfactory to Landlord, or other

evidence reasonably satisfactory to Landlord, showing that there has not been filed any vendor's, mechanic's, laborer's, or materialman's statutory or other similar lien affecting the Premises, which has not been discharged of record, except as will be discharged upon payment of the amount then requested to be withdrawn; (C) **No Event of Default**. At the time of making such payment, there will not have been an Event of Default, or an event that with the passage of time or the giving of notice, or both, will constitute an Event of Default; (D) **Final Payment**. With respect only to the final payment, at the time of making such payment, Tenant will have substantially completed the restoration as evidenced by a certificate of occupancy or completion, issued by the appropriate Governmental Authority.

(c) **Failure by Tenant to Commence Restoration**. If Tenant fails to commence the necessary repairs, replacements or reconstruction required for the restoration of the Premises within forty-five (45) days after receipt by Landlord or Tenant, as the case may be, of the Restoration Funds, or any part of them, or if Tenant will have commenced restoration, but will fail to continue restoration with reasonable diligence, then unless such delay will have been due to causes beyond the reasonable control of Tenant, Landlord will have the right, at Landlord's option, following thirty (30) days prior notice to Tenant, to deem such an event as an Event of Default, and in addition to all other rights provided to Landlord under this Lease and by Requirements, Tenant will promptly pay over to Landlord all Restoration Funds held by Tenant.

(d) **Right to Terminate**. If all or a substantial part of the improvements are rendered unusable in the last year of the term, or if during that year period Restoration of the improvements substantially to their prior use and character is prohibited by Requirements, then Tenant may elect to terminate this Lease, by a notice to Landlord given not later than sixty (60) days following such casualty, and Tenant will assign to Landlord the entire amount of insurance proceeds payable by reason of such casualty with respect to the improvements on the Premises. If Tenant makes such election, Tenant will assign such insurance proceeds to Landlord, and the term will expire on the sixtieth (60th) day after notice of such election and Tenant will vacate the Premises and surrender the same to Landlord.

9. **Assignment and Subletting**.

(a) **Landlord's Consent Required**. Tenant will not voluntarily or by operation of law assign, sublet, mortgage, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent. Any attempted assignment, subletting, mortgage, transfer, or encumbrance without such consent will be void as against Landlord, and will constitute an Event of Default by Tenant under this Lease. Any sale of ownership rights in Tenant will be deemed an assignment requiring Landlord's consent.

(b) **No Release of Tenant**. Regardless of Landlord's consent or the need under Subparagraph 10(a) to obtain Landlord's consent, no assignment or subletting will release Tenant from this Lease. Acceptance of Fixed Annual Rent and Additional Rent from any other person will not be deemed a waiver by Landlord of any provision of this Lease. Consent to one assignment or subletting will not be deemed a consent to any subsequent assignment or subletting. In the event

of a consent by Landlord to an assignment or subletting, Tenant will deliver to Landlord a duplicate original of the assignment by Tenant and assumption by Tenant's assignee of Tenant's obligations under this Lease, or a duplicate original of the sublease, as the case may be.

(c) **Participation by Landlord.** In the event of any assignment or sublease involving rent in excess of the Fixed Annual Rent or Additional Rent required under this Lease ("Excess Rent"), Landlord will participate in the Excess Rent. Tenant will promptly pay to Landlord, as additional rent, hundred percent (100%) of all such Excess Rent collected from the assignee or subtenant, and will supply Landlord with a true copy of each assignment or sublease, and in the case of the former, an originally executed assumption by the assignee of all of Tenant's obligations under this Lease.

10. **Landlord's Right to Inspect and Repair.** Landlord or Landlord's agents, employees, or representatives, will have the right to enter into and upon all or any part of the Premises during the Lease term at all reasonable hours, for the purpose of: (a) examination; (b) determination whether Tenant is in compliance with its obligations under this Lease; or (c) making repairs, alterations, additions, or improvements to the Premises, as may be necessary by reason of Tenant's failure to make same after notice to Tenant to do so, except in an emergency. This paragraph will not be deemed nor construed to create an obligation on the part of Landlord to make any inspection of the Premises or to make any repairs, alterations, additions, or improvements to the Premises for its safety or preservation.

11. **Landlord's Right to Exhibit Premises.** Landlord or Landlord's agents, employees or representatives will have the right to show the Premises during the Lease term to persons wishing to purchase or grant fee mortgages on the Premises. Landlord or Landlord's agents, employees, or other representatives will have the right within the last six (6) months of the Lease term to place notices on any parts of the Premises, offering the Premises for lease and at any time during the Lease term, offering the Premises for sale, and Tenant will permit the signs to remain without hindrance or molestation.

12. **Signs.** Tenant will not cause any signs to be placed at the Premises, except of a design and structure and at such places as Landlord will consent to in writing prior to the installation. If Landlord or Landlord's agents, employees, or other representatives wish to remove any such signs in order to make any repairs, alterations, additions, or improvements to the Premises, such signs may be removed, but will be replaced, at Tenant's expense, when the repairs, additions, alterations, or improvements will be completed; however, such provision will not create an obligation on the part of Landlord to make any repairs, alterations, additions, or improvements to the Premises. All signs of Tenant at the Premises will conform with all municipal ordinances or other laws and regulations applicable to such signs.

13. **Landlord Not Liable.** Landlord will not be liable for any damage or injury to any person or any property as a consequence of the failure, breakage, leakage or obstruction of water, well, plumbing, septic tank, sewer, waste or soil pipes, roof, drains, leaders, gutters, down spouts or the like, or of the electrical system, gas system, air-conditioning system or other system, or by

reason of the elements, or resulting from any act or failure to act on the part of Landlord, or

Landlord's agents, employees, invitees or representatives, assignees or successors, or attributable to any interference with, interruption of or failure beyond the control of Landlord.

14. **Force Majeure**. Whenever a period of time is prescribed for the taking of any action by Landlord, Landlord will not be liable or responsible for, and there will be excluded from the computation of such period of time, any delays due to strikes, lockouts, riots, acts of God, shortages of labor or materials, war, civil commotion, fire, or other casualty, catastrophic weather conditions, a court order that causes a delay, governmental laws, regulations, or restrictions, or any other cause whatsoever beyond the control of Landlord (any of the foregoing being referred to an "Unavoidable Delay"). Landlord will use reasonable efforts to notify Tenant not later than ten (10) business days after Landlord knows of the occurrence of an Unavoidable Delay; however, Landlord's failure to notify Tenant of the occurrence of an event constituting an Unavoidable Delay will not alter, detract from, or negate its character as an Unavoidable Delay or otherwise result in the loss of any benefit or right granted to Landlord under this Lease.

15. **Indemnification and Waiver of Liability**. Neither Landlord nor Landlord's Indemnitees will be liable for, and Tenant will indemnify and save harmless Landlord and Landlord's Indemnitees from and against any and all liabilities, damages, claims, crimes, suits, costs (including costs of suit, attorneys' fees and costs of investigation), and actions of any kind, foreseen or unforeseen, arising or alleged to arise by reason of injury to or death of any person or damage to or loss of property, occurring on, in, or about the Premises, or by reason of any other claim whatsoever of any person or party, occasioned, directly or indirectly, wholly or partly: (a) by any act or omission on the part of Tenant or any Tenant Representative; or (b) by any breach, violation or non-performance of any covenant of Tenant under this Lease; regardless of whether such liability, claim, crime, suit, cost, injury, death, or damage arises from or is attributable to the concurrent negligence, willful misconduct or gross negligence of Landlord or any Landlord Indemnitee. If any action or proceeding will be brought by or against Landlord or any Landlord Indemnitee in connection with any such liability, claim, suit, cost, injury, death, or damage, Tenant, on notice from Landlord or any Landlord Indemnitee, will defend such action or proceeding, at Tenant's expense, by or through attorneys reasonably satisfactory to Landlord or Landlord Indemnitee. The provisions of this Paragraph will apply to all activities of Tenant or any Tenant Representative with respect to the Premises, whether occurring before or after execution of this Lease. Tenant's obligations under this Paragraph will not be limited to the coverage of insurance maintained or required to be maintained by Tenant under this Lease. Neither Landlord nor any Landlord Indemnitee will be liable in any manner to Tenant or any Tenant Representative for any injury to or death of persons or for any loss of or damage to property, regardless of whether such loss or damage is occasioned by casualty, theft, or any other cause of whatsoever nature, including loss or damage caused solely by the negligent, willful misconduct, or gross negligence of Landlord or any Landlord Indemnitee. In no event will Landlord or any Landlord Indemnitee be liable in any manner to Tenant or any Tenant Representative as the result of the acts or omissions of Tenant or a Tenant Representative and all liability therefore will rest with Tenant. All personal property upon the Premises will be at the

risk of Tenant only, and neither Landlord nor any Landlord Indemnitee will be liable for any damage or theft, whether or not due in whole or in part to the negligence, willful misconduct, or gross negligence of Landlord or any Landlord Indemnitee. To the extent not otherwise stated herein, in no event will Landlord or any Landlord Indemnitee be held liable or responsible for any criminal act of Tenant or any Tenant Representative.

16. **Subordination; Attornment.**

(a) **Subordination.** This Lease will be subject and subordinate to any Landlord mortgage, deed of trust, trust indenture, assignment of leases or rents or both, or other instrument evidencing a security interest, which may now or hereafter affect any portion of the Premises, or be created as security for the repayment of any loan or any advance made pursuant to such an instrument or in connection with any sale-leaseback or other form of financing transaction and all renewals, extensions, supplements, consolidations, and other amendments, modifications, and replacements of any of the foregoing instruments ("Mortgage"), and to any ground lease or underlying lease of the Premises or any portion of the Premises whether presently or hereafter existing and all renewals, extensions, supplements, amendments, modifications, and replacements of any of such leases ("Superior Lease"). Tenant will, at the request of any successor-in-interest to Landlord claiming by, through, or under any Mortgage or Superior Lease, attorn to such person or entity as described below. The foregoing provisions of this subparagraph (a) will be self-operative and no further instrument of subordination will be required to make the interest of any Landlord under a Superior Lease (a "Superior Landlord") or any mortgagee, trustee, or other holder of or beneficiary under a Mortgage (a "Mortgagee") superior to the interest of Tenant hereunder; however, Tenant will execute and deliver promptly any certificate or instrument, in recordable form, that Landlord, any Superior Landlord or Mortgagee may request in confirmation of such subordination.

(b) **Rights of Superior Landlord or Mortgagee.** Any Superior Landlord or Mortgagee may elect that this Lease will have priority over the Superior Lease or Mortgage that it holds and, upon notification to Tenant by such Superior Landlord or Mortgagee, this Lease will be deemed to have priority over such Superior Lease or Mortgage, whether this Lease is dated prior to or subsequent to the date of such Superior Lease or Mortgage. If, in connection with the financing of the Premises or with respect to any Superior Lease, any Mortgagee or Superior Landlord will request reasonable modifications of this Lease that do not increase the monetary obligations of Tenant under this Lease, materially increase Tenant's other obligations, or materially and adversely affect the rights of Tenant under this Lease, then Tenant will make such modifications.

(c) **Attornment.** If, at any time prior to the expiration of the term of this Lease, any Superior Lease will terminate or be terminated by reason of a default by Landlord as tenant thereunder or any Mortgagee comes into possession of the Premises or the estate created by any Superior Lease by receiver or otherwise, Tenant will, at the election and upon the demand of any owner of the Premises, or of the Superior Landlord, or of any Mortgagee-in-possession of the Premises, attorn, from time to time, to any such owner, Superior Landlord or Mortgagee, or any person or

entity acquiring the interest of Landlord as a result of any such termination, or as a result of a foreclosure of the Mortgage or the granting of a deed in lieu of foreclosure, upon the then-executory terms and conditions of this Lease, for the remainder of the term. In addition, in no event will any such owner, Superior Landlord, or Mortgagee, or any person or entity acquiring the interest of Landlord be bound by (i) any payment of rent or additional rent for more than one (1) month in advance, or (ii) any security deposit or the like not actually received by such successor, or (iii) any amendment or modification in this Lease made without the consent of the applicable Superior Landlord or Mortgagee, or (iv) any construction obligation, free rent, or other concession or monetary allowance, or (v) any set-off, counterclaim, or the like otherwise available against any prior landlord (including Landlord), or (vi) any act or omission of any prior landlord (including Landlord).

(d) **Rights Accruing Automatically.** The provisions of this Paragraph 17 will inure to the benefit of any such successor-in-interest to Landlord, will apply notwithstanding that, as a matter of law, this Lease may terminate upon the termination of any such Superior Lease, and will be self-operative upon any such demand, and no further instrument will be required to give effect to such provisions. Tenant, however, upon demand of any such successor-in-interest to Landlord, will execute, from time to time, instruments in confirmation of the foregoing provisions of this Paragraph, reasonably satisfactory to any such successor-in-interest to Landlord, acknowledging such attornment and setting forth the terms and conditions of its tenancy.

(e) **Limitation on Rights of Tenant.** As long as any Superior Lease or Mortgage will exist, Tenant will not seek to terminate this Lease by reason of any act or omission of Landlord until Tenant will have given written notice of such act or omission to all Superior Landlords and Mortgagees at such addresses as will have been furnished to Tenant by such Superior Landlords and Mortgagees and, if any such Superior Landlord or Mortgagee, as the case may be, will have notified Tenant within ten (10) business days following receipt of such notice of its intention to remedy such act or omission, until a reasonable period of time will have elapsed following the giving of such notice (but not to exceed sixty (60) days), during which period such Superior Landlords and Mortgagees will have the right, but not the obligation, to remedy such act or omission. The foregoing will not, however, be deemed to impose upon Landlord any obligations not otherwise expressly set forth in this Lease.

17. **Condemnation.**

(a) **Permanent Condemnation.** (i) Lease Termination. If all or any portion of the Premises is taken under the power of eminent domain, or sold under the threat of the exercise of the power (both called "Condemnation"), this Lease will terminate as to the part taken as of the first date the condemning authority takes either title or possession. If more than twenty-five percent (25%) of the leasable area of the Premises is taken or the balance of the Premises is unfit for Tenant's use, Tenant has the option to terminate this Lease as of the date the condemning authority takes possession. The option will be exercised in writing as follows: (A) Notice of Taking. Within thirty (30) days after Landlord or the condemning authority has given Tenant written notice of

the taking; or (B) Possession. Absent notice, within ten (10) days after the condemning authority

has taken possession. If Tenant does not terminate, this Lease will remain in full force and effect as to the portion of the Premises remaining. The Fixed Annual Rent and Additional Rent will be reduced in the same proportion as the area of the Premises taken bears to the entire area leased hereunder. (ii) Award. Any award for Condemnation is Landlord's, whether the award is made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages. If this Lease is not terminated, Landlord will diligently repair any damage to the Premises caused by such Condemnation, subject to delays due to Force Majeure, as provided in Paragraph 15.

(b) **Temporary Condemnation.** Upon condemnation of all or any portion of the Premises for temporary use, this Lease will continue without change or abatement in Tenant's obligations, as between Landlord and Tenant. Tenant is entitled to the award made for the use. If the Condemnation extends beyond the term of the Lease, the award will be prorated between Landlord and Tenant as of the expiration date of the term. Tenant is responsible, at its sole cost and expense, for performing any restoration work required to place the Premises in the condition it was in prior to Condemnation, unless the release of the Premises occurs after termination. In such case, Tenant will assign to Landlord any claim it may have against the condemning authority for the cost of restoration, and if Tenant has received restoration funds, it will give the funds to Landlord within ten (10) days after demand.

18. **Landlord's Right to Reenter.** If Tenant defaults in any of the terms, conditions, or covenants of this Lease, then it will be lawful for the Landlord to reenter the Premises and to again possess and enjoy the Premises.

19. **Default by Tenant and Landlord's Remedies.**

(a) **Event of Default.** If any one or more of the following events will occur and be continuing beyond the period set forth in any default notice provided to be given, an Event or Events of Default will have occurred under this Lease: (i) **Non-payment.** If Tenant fails to pay any installment of Fixed Annual Rent, Additional Rent, or other sums due from Tenant to Landlord under this Lease within five (5) days after delivery of notice from Landlord to Tenant that the same is past due and payable, however, Landlord will not be required to give notice more than two (2) times in any twelve (12) month period; (ii) **Non-performance.** If Tenant fails to comply with any of the other terms, covenants, conditions, or obligations of this Lease and such failure in compliance will continue for thirty (30) days after the giving of notice by Landlord to Tenant specifying the failure, or, if such failure cannot with due diligence be remedied within thirty (30) days, Tenant will not, in good faith have commenced within the thirty (30) day period to remedy such failure and continued diligently and continuously to prosecute the same to completion; (iii) **Obligations.** Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under the Lease; (iv) **Bankruptcy.** Tenant voluntarily or involuntarily files for protection under the United States Bankruptcy Code or other federal or state debt relief proceeding (including any public or private debt-relief agency); (v)

Receivership. A receiver is appointed for and/or over Tenant or Tenant's property; (vi) **Assignment.** The Tenant makes an assignment for the benefit of a creditor under federal or state law; (vii) **Levy.** Tenant's property is levied upon or attached under legal process against Tenant which is not resolved to the satisfaction of the Landlord; or (viii) **Abandonment.** If Tenant abandons or vacates the Premises.

(b) **Right to Terminate Lease and Reenter.** If there will occur an Event of Default, then Landlord may, in addition to any other remedy available to Landlord under this Lease or available under Requirements, at Landlord's option, on ten (10) days' notice to Tenant, declare this Lease terminated at the expiration of such ten (10) day period and Tenant quits and surrenders possession of the Premises, but Tenant will remain liable to Landlord according to this Lease, and upon Tenant's failure to surrender of possession, Landlord may reenter the Premises without filing a "proceeding" against tenant holding over; and take possession of the premises without being deemed to have committed a trespass. Landlord reserves the right to terminate lease at anytime for any reason with 10 days notice to Tenant

(c) **Landlord's Right to Restore and Re-let, and Tenant's Liability for Expenses.** In the event that Landlord obtains possession by reentry, legal or equitable actions or proceedings or other lawful means as a result of an Event of Default by Tenant, Landlord will have the right, without the obligation, to make renovations, alterations, and repairs to the Premises required to restore them to the condition the same should be during the term of the Lease, and to re-let the Premises or any part of them for a term or terms that may be less or more than the full term of the Lease had Landlord not reentered and repossessed or terminated the Lease, and Landlord may grant reasonable concessions in the re-renting to a new tenant, without affecting the liability of Tenant under the Lease. Landlord will in no way be responsible for any failure to re-let all or any part of the Premises nor for any failure to collect any rent due after any re-letting, and in no event will Tenant be entitled to any surplus rents collected. Any of the foregoing action taken or not taken by Landlord will be without waiving any rights that Landlord may otherwise have under Requirements or pursuant to the terms of this Lease. Tenant will pay Landlord all legal and other expenses incurred by Landlord in terminating this Lease by reason of an Event of Default, in obtaining possession of the Premises, in making all alterations, renovations, and repairs and in paying the usual and ordinary commissions for re-letting the same, together with interest at the Prime Rate, which interest will accrue from the date of Landlord's demand.

(d) **Liability of Tenant after Reentry and Possession or Termination.** (i) **Survival of Obligations.** If any Event of Default occurs (whether or not this Lease will be terminated as a result of an Event of Default), Tenant will remain liable to Landlord for all Fixed Annual Rent and Additional Rent (including, but not limited to, the expenses to be paid by Tenant pursuant to the provisions of this Lease) then due and which would have otherwise become due through the remaining term of the Lease, plus interest; less the net amount of rent, if any, that may be collected and received by Landlord from the Premises, for and during the remainder of the term of this Lease. In other words, Tenant will be liable for all past due Fixed Annual Rent, Additional Rent, and such other costs, plus interest, through the Expiration Date of the Lease Term. In addition, Landlord may, from time to time, without terminating this Lease, as agent for Tenant,

re-let the Premises or any part of them for such term or terms, at such rental or rentals, and upon such other terms and conditions as Landlord may deem advisable, in accordance with

the provisions of Subparagraph 20(c) above. The failure or refusal of Landlord to re-let the Premises or any part of them will not release Tenant or affect Tenant's liability for damages. Landlord will have the right, without the obligation, following re-entry and possession or termination, to apply any rentals received by Landlord in the following order: (i) to the payment of indebtedness or costs (including interest, attorneys' fees and costs) other than rent or damages; (ii) to the payment of any cost of re-letting, including, without limitation, brokerage fees pro rated over the life of the term of the re-letting and applicable to the remainder of the Lease term; (iii) to the payment of any cost of altering or repairing the Premises; (iv) to the payment of Fixed Annual Rent and Additional Rent, or damages, as the case may be, due and unpaid hereunder; and (v) the residue, if any, will be held by Landlord and applied for the payment of future Fixed Annual Rent and Additional Rent, or damages, as the case may be, as the same may become due and payable hereunder. Landlord may sue periodically for and collect the amount that may be due pursuant to the provisions of this Paragraph, and Tenant expressly agrees that any such suit will not bar or in any way prejudice the rights of Landlord to enforce the collection or the amount due at the end of any subsequent period by a like or similar proceeding. The words "re- entry" and "re-enter," will not be construed as limited to their strict legal meaning. (ii) Rights on Termination. Should Landlord terminate this Lease by reason of an Event of Default, then Landlord will thereupon have the right, without the obligation, as an alternative to suing Tenant periodically pursuant to the provisions of Subparagraph 20(d)(i) above, to recover from Tenant the difference, if any, at the time of such termination, between the amount of Fixed Annual Rent and Additional Rent reserved for the remainder of the term over the then reasonable rental value of the Premises for the same period both discounted to present value at the rate than being given prime loans minus one point as set forth in the Wall Street Journal. Landlord will not, by any re- entry or other act, be deemed to have terminated this Lease, unless Landlord will notify Tenant in writing that Landlord has elected to terminate the same. (iii) Remedies Cumulative. The remedies of Landlord will be cumulative as to each other and as to all such allowed by Requirements. Notwithstanding the above, Landlord shall not be considered to be under any duty by reason of this Paragraph or any other Paragraph under this Lease to take any action to mitigate damages by reason of an event of Tenant's default.

20. **Tenant's Trade Fixtures and Removal.** Any trade equipment, trade fixtures, goods, or other property of Tenant will be removed by Tenant on or before the expiration of the Lease term or sooner termination of the Lease term. Any trade equipment, trade fixtures, goods, or other property of Tenant not removed by Tenant on the expiration of the Lease term or sooner termination of the Lease term, or upon any deserting, vacating or abandonment of the Premises by Tenant, or upon Tenant's eviction, will, at Landlord's discretion, be considered as abandoned and Landlord will have the right (without any obligation to do so), without notice to Tenant, to sell or otherwise dispose of Tenant's property, at the expense of Tenant, and Landlord will not be accountable to Tenant for any proceeds of the sale, or for any damage or loss to Tenant's property.

21. **Estoppel Certificate.** Within ten (10) days of request from Landlord, Tenant will execute, acknowledge and deliver to Landlord, a written instrument certifying (i) that this Lease has not been modified and is in full force and effect, or if there has been a modification, that the Lease is in full force and effect as modified, stating the modification; (ii) specifying the dates to which rent and other sums due from Tenant under this Lease have been paid; (iii) stating whether or not to the knowledge of Tenant, Landlord is in default, and, if so, the reasons for the default; and (iv) stating the commencement date of the Lease term.

22. **Limitations on Landlord's Liability.** Notwithstanding any provision of this Lease to the contrary, Tenant agrees that it will look only to the Premises (which includes all of Landlord's equity or interest in the Premises, including proceeds of sale, insurance, and condemnation) in seeking to enforce any obligations or liabilities whatsoever of Landlord under this Lease or to satisfy a judgment (or any other charge, directive, or order) of any kind against Landlord; and Tenant will not look to the property or assets of any of the any officers, directors, shareholders, members (or principal or partner or other constituent person or entity of any non-corporate Landlord), employees, agents, or legal representatives of Landlord in seeking to enforce any obligations or liabilities whatsoever of Landlord under this Lease or to satisfy a judgment (or any other charge, directive or order) of any kind against Landlord, and in no event will any deficiency judgment be sought or obtained against Landlord. No person who is an officer, director, shareholder, member (or principal or partner or other constituent person or entity of any non-corporate Landlord), employee, agent, or legal representative of Landlord will be personally liable for any obligations or liabilities of Landlord under this Lease.

23. **Services and Utilities.** Tenant will, at Tenant's own expense, obtain all utility services supplying the Premises, including, but not limited to, electricity, water, sewer, standby water for sprinkler, gas, telephone, and all other utilities and other communication services, in its own name, effective as of the commencement of the Lease, and will pay the cost directly to the applicable utility, including any fine, penalty, interest, or cost that may be added thereto for non-payment.

24. **Security Deposit.** Upon execution and delivery of this Lease, Tenant will deposit the sum of one hundred thousand Dollars (\$100,000) with Landlord, as security for the full and faithful performance by Tenant of all of the terms, conditions, and covenants of this Lease on Tenant's part to be performed, which sum will be returned to Tenant following the expiration of the Lease term, provided there will not then be an Event of Default or an event that with the giving of notice or the lapse of time, or both, will constitute an Event of Default. Landlord will have the right (but not the obligation), to apply any part of the deposit to cure an Event of Default of Tenant, and if Landlord does so, Tenant will, upon demand, deposit with Landlord the amount applied, so that Landlord will have the full deposit on hand at all times. If Landlord sells the Premises, Landlord will have the right to transfer the security to the new landlord, and upon so doing Landlord will be released by Tenant from all liability for the return of the security and Tenant will look solely to the new landlord for the return of the security, and this will apply to every transfer made of the security to a new landlord. The security deposited by Tenant under this Lease will not be mortgaged, assigned or encumbered by Tenant.

25. **Qualification in Georgia.** Tenant represents and warrants to the Landlord that it has qualified with the Secretary of State of the State of Georgia to do business in the State of Georgia, and that it has obtained all of the necessary certificates, approvals, authorizations, or otherwise to allow it to operate its business identified above.

26. **Notices.** All notices, consents, demands, communications, or approvals required or permitted by this Lease will be in writing and will be delivered personally or delivered by certified or registered mail, return receipt requested, addressed as follows:

If to Landlord:

HH 100 LLC
PO BOX 28257
Atlanta GA 30328

If to Tenant:

Varsha 2024 LLC
100 S Heron st
Macon GA 31206

Landlord and Tenant may, by notice given in the same manner set forth above, designate a different address to which subsequent notices will be sent. Notice will be deemed given when delivered, if delivered personally or the next business day if sent by reputable overnight delivery service that provides proof of delivery, or three (3) days after mailing if sent by certified or registered mail, return receipt requested.

27. **Broker.** Each Party represents and warrants to the other no real estate broker was instrumental in effecting this Lease. Tenant will indemnify and defend Landlord from the claim of any broker, that such broker was authorized on behalf of Tenant to make an offer to Landlord with respect to this transaction.

28. **Tenant's Right to Quiet Enjoyment.** Upon paying the rents and other sums required of Tenant under the Lease and faithfully and fully performing the terms, conditions, and covenants of the Lease on Tenant's part to be performed, Tenant will peaceably and quietly have, hold and enjoy the Premises for the Lease term.

29. **Miscellaneous.**

(a) **Validity of Lease.** The provisions of this Lease are severable. If any provision of the Lease is adjudged to be invalid or unenforceable by a court of competent jurisdiction, it will not affect the validity of any other provision of this Lease.

(b) **Non-waiver by Landlord.** The rights, remedies, options or elections of Landlord in this Lease are cumulative, and the failure of Landlord to enforce performance by Tenant of any provision of this Lease applicable to Tenant, or to exercise any right, remedy, option, or election, or the acceptance by Landlord of the Fixed Annual Rent or Additional Rent from Tenant after any default by Tenant, in any one or more instances, will not act as a waiver or a relinquishment at the time or in the future, of Landlord of such provisions of this Lease, or of such rights, remedies, options, or elections, and they will continue in full force and effect.

(c) **Entire Agreement.** This Lease contains the entire agreement between the Parties. No representative, agent, or employee of Landlord has been authorized to make any representations, warranties, or promises with respect to the letting, or to vary, alter, or modify the provisions of this Lease. No additions, changes, modifications, renewals, or extensions of this Lease will be binding unless reduced to writing and signed by both parties.

(d) **Effective Law.** This Lease will be governed by, construed, and enforced in accordance with the laws of the State of Georgia without giving effect to its principles of conflicts of law. Landlord and Tenant waive their right to trial by jury in any action, proceeding or counterclaim brought by either of the Parties against the other, or with respect to any issue or defense, on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use and occupancy of the Premises, including summary proceedings and possession actions, and any emergency statutory or other statutory remedy.

(e) **Captions.** The captions of the paragraphs in this Lease are for reference purposes only and will not in any way affect the meaning or interpretation of this Lease.

(f) **Obligations Joint and Several.** If there is more than one party tenant, their obligations under this Lease are joint and several. If Tenant is a partnership, the obligations of Tenant under

this Lease are joint and several obligations of each of the partners and of the partnership.

(g) **Counterparts.** This Lease may be executed in one or more counterparts, each of which will be an original, and all of which constitutes one and the same Lease.

(h) **Landlord's Performance of Tenant's Obligations.** The performance by Landlord of any obligation required of Tenant under this Lease will not be construed to modify this Lease, nor will it create any obligation on the part of Landlord with respect to any performance required of Tenant under this Lease, whether Landlord's performance was undertaken with the knowledge that Tenant was obligated to perform, or whether Landlord's performance was undertaken as a result of mistake or inadvertence.

(i) **Remedies and Rights Not Exclusive.** No right or remedy conferred upon Landlord will be considered exclusive of any other right or remedy, but will be in addition to every other right or remedy available to Landlord under this Lease or by law. Any right or remedy of Landlord may be exercised from time to time, and as often as the occasion may arise. The granting of any right, remedy, option, or election to Landlord under this Lease will not impose any obligation on Landlord to exercise the right, remedy, option, or election.

(j) **Signature and Delivery by Landlord.** This Lease is of no force and effect unless it is signed by Landlord and Tenant, and a signed copy of this Lease delivered by Landlord to Tenant. The mailing, delivery or negotiation of this Lease by Landlord or Tenant or any agent or attorney of Landlord or Tenant prior to the execution and delivery of this Lease as set forth in this subparagraph will not be deemed an offer by Landlord or Tenant to enter into this Lease, whether on the terms contained in this Lease or on any other terms. Until the execution and delivery of this Lease as set forth in this subparagraph, Landlord or Tenant may terminate all negotiations and discussions of the subject matter of this Lease, without cause and for any reason, without recourse or liability.

- (k) **Inspection, Length of Time of Tenant's Default.** Nothing in this Lease requires Landlord at any time to inspect the Premises to determine whether Tenant is in default of Tenant's obligations under this Lease. Any default by Tenant of the provisions of this Lease for any length of time, and whether Landlord has direct or indirect knowledge or notice of the default, is not a waiver of Tenant's default by Landlord, and Landlord has the right to declare Tenant in default, notwithstanding the length of time the default exists.
- (l) **No Offer.** The submission of the Lease to Tenant will not be deemed an offer by Landlord to rent the Premises to Tenant, such an offer only being made by the delivery to Tenant of a Lease signed by Landlord.
- (m) **Surrender.** Neither the acceptance of keys to the Premises nor any other act or thing done by Landlord or any agent, employee or representative of Landlord will be deemed to be an acceptance of a surrender of the Premises, excepting only an agreement in writing, signed by Landlord, accepting or agreeing to accept a surrender of the Premises.
- (n) **Drafting Ambiguities: Interpretation.** In interpreting any provision of this Lease, no weight will be given to nor will any construction or interpretation be influenced by the fact that counsel for one of the parties drafted this Lease, each party recognizing that it and its counsel have had an opportunity to review this Lease and have contributed to the final form of this Lease.
- (o) **References.** In all references to any persons, entities, or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Lease may require.
- (p) **Binding Effect.** This Lease is binding upon and will inure to the benefit of the parties, their legal representatives, successors, and permitted assigns.
- (q) **Landlord Defined.** The term "Landlord" in this Lease means and includes only the owner at the time in question of the Premises and, in the event of the sale or transfer of the Premises, Landlord will be released and discharged from the provisions of this Lease accruing after the sale or transfer, but such provisions will be binding upon each new owner of the Premises while such party is an owner.
- (r) **Time of the Essence.** Time is of the essence of this Lease.
- (s) **No Recordation.** Neither this Lease, nor any memorandum, affidavit, or other writing with respect to this Lease, will be recorded by Tenant or by anyone acting through, under or on behalf of Tenant, and recording in violation of this provision will make this Lease voidable at Landlord's election.

(t) **Effect of Termination of Lease.** No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period

prior to the termination thereof or subsequent to termination thereof if Tenant abandons the Premises.

(u) **Mortgagee's Rights.** Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt that is now, or may hereinafter be placed upon the Premises by Landlord. Tenant shall, if requested by Landlord, execute a separate agreement reflecting such subordination.

(v) **No Estate in Land.** This Lease shall create the relationship of a Landlord/Tenant between the Parties hereto; no estate shall pass from Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant, except by Landlord's consent. Tenant also waives all homestead rights and exemptions that he/she/it may have under any law as against any obligation owing under the Lease.

(w) **Holding Over.** If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of the Parties, Tenant shall be 'at will' at the rental rate which is in effect at the end of the Lease; and there shall be no renewal of this Lease under law. If Tenant remains in possession of the Premises after expiration of the term hereof without the Landlord's acquiescence, then, Tenant shall be 'at sufferance', and commencing on the day following the date of such expiration, the monthly rent payable under this form of agreement shall, for each month or part thereof during which Tenant so remains in possession be 115% of the monthly rental was in effect at the end of the Lease.

(x) **Special Stipulations.** Tenants shall keep the store open a minimum of 150 hours per week. Store must maintain a minimum of \$90,000 in inventory at all times. Store must maintain at least 3000 gallons of regular, 1500 gallons of premium, and 1000 gallons of diesel in stock at all times (if store sells fuel). Tenants shall make sure all fueling positions are in working condition at all times. Tenants shall honor any and all contracts the landlord has entered into in terms of the business operations. Landlord has the right to enter the premises to count inventory and confirm contracts at any time. Tenant shall have 24 hours to remedy any issues. If not fixed within 24 hours the lease shall be deemed terminated.

(y) **Returned Checks/Drafts.** Tenant shall be charged the sum of Five Hundred Dollars (\$500.00) for any check returned to the Landlord by Tenant's bank for non-payment of funds or any other reason whatsoever. Landlord may thereafter, at its sole option, insist upon payment of any sums due hereunder (including without limitation the Base Rent) by cashier's check, money order, or certified funds only.

(z) **Extra Services.** If, at the request of Tenant, Landlord chooses, in its sole discretion, to provide Tenant with services in excess of those specified, such extra services shall be furnished to Tenant, at Tenant's cost and expense, at such reasonable charges as may be determined by Landlord, but in no event at a charge less than Landlord's actual cost of administrative services,

labor, equipment, and utilities incurred in connection with such extra services.

- (aa) **Security.** Landlord shall not be liable to Tenant or any other person or entity for any theft, disappearance or loss of any property from the Premises, nor for the acts of other tenants or any other person in the Premises or other building.
- (bb) **Temporary Closure of Common Areas.** Landlord may close temporarily any part of the parking facilities or other portion of the common areas for such periods of time as may be necessary for: (a) temporary use as a work area in connection with the construction of any building(s) or other improvement(s) in or which are to be a part of the Premises, (b) repairs or alterations in or to the common areas or to any sewers, utility facilities or distribution lines located within the common areas, (c) preventing the public from obtaining prescriptive rights in or to the common areas, (d) security reasons, or (e) doing and performing such other acts (whether similar or dissimilar to the foregoing) in, to and with respect to, the Common Areas as in the use of good business judgment the Landlord shall determine to be appropriate for the Premises; provided, however, that Landlord shall use reasonable efforts not to interfere unreasonably with Tenant's business.
- (cc) **Rules and Regulations.** Tenant shall abide by the rules and regulations in regard to the Premises, annexed hereto as Exhibit "B" and all reasonable rules and regulations which Landlord may hereafter, from time to time, adopt and promulgate for the government and management of the Premises. Exhibit "B" is hereby made a part of this Lease and shall, during the said term, and all extensions thereof, be in all things observed and performed by Tenant, its agents, employees and invitees.
- (dd) **Covenants and Restrictions.** Tenant shall abide by all covenants and restrictions of record in the property records of the Superior Court of Houston County, Georgia in regard to the Premises, annexed hereto as Exhibit "C" and all reasonable covenants and restrictions which Landlord may hereafter, from time to time adopt and promulgate for the purpose of maintaining and maintain the Premises. Upon Landlord's request, Tenant shall execute and sign any such acknowledgment as to complying with any covenant and restriction in effect or subsequently adopted. Exhibit "C" is hereby made a part of this Lease and shall, during the said term, and all extensions thereof, be in all things observed and performed by Tenant, its agents, employees, and invitees.
- (ee) **Personal Guaranty.** Tenant acknowledges that this Lease is guaranteed by Sangitaben Dineshk Patel of 128 Cedarland Dr Warner Robins GA who shall be liable for all costs and expenses associated with this Lease, including, but not limited to, the Fixed Annual Rent, Additional Rent, and such other sums as set forth in this Lease. The Guaranty described herein is attached hereto as Exhibit "D", and incorporated herein by this express reference.
- (ff) **Additional Security.** Tenant acknowledges and agrees that this Lease is further secured by the inventory and assets set forth in Exhibit "E". Tenant agrees to execute such further and other documents to memorialize and evidence such additional security interests, including, but not limited to, the security agreement. Tenant further authorizes the Landlord to execute and file on

behalf of itself and the Tenant, such Uniform Commercial Code Financing Statements as it deems sufficient to perfect such security interest. Such Security Agreement and UCC Financing Statements shall be incorporated and made a part this Lease, and may be attached as a part of

Exhibit "E". The failure to attach the Security Agreement and UCC Financing Statement to this Lease shall not affect the validity of the Tenant's grant of the additional security granted hereby.

(gg) **Attorneys' Fees**. If any rent or other sum owing or otherwise payable under this Lease is collected by or through an attorney at law, Tenant agrees to pay fifteen percent (15%) thereof as attorneys' fees.

Signatures on the next page.

The undersigned have executed this Lease as of the date first above written:

Landlord:

Tenant:

By:

By:

Print Name: Kunj Patel

Print Name: Sangitaben Patel

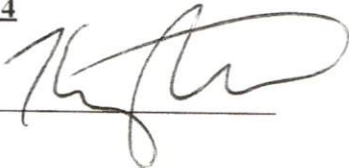
Title: President

Title: Owner

Date: 8/1/2024

Date: 6/4/2024

Signature:



Signature:

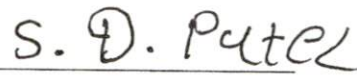


EXHIBIT "A"

legal Description

EXHIBIT "B"

Rules and Regulations

EXHIBIT "C"

Covenants and Restrictions

EXHIBIT "D"

Guaranty

EXHIBIT "E"

Security Agreement

(Inventory / Asset)

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: S. D. Patel Date: 8/26/24

Business Name: Shan Food Mart

I hereby certify that Sangitaben 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 27th day of August, 2024.

[Signature]
Notary Public

February 1st, 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: S. D. Patel Date: 8/26/24
(If different from Agent)

Title: Owner

Business Name: Shan Food Mart

I hereby certify that Sangitaben 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 27th day of August, 2024.

[Signature]
Notary Public

February 1st, 2026
My Commission Expires



PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: Shan Food mart

Business Address: 200 South heron st 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 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.

S. D. Patel

Applicant/Agent Signature

8/26/24

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: Shan Food Markt

Business Address: 100 South heron st, Macon, GA 31206

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

[Signature] (7210)
Code Enforcement Department Designee

8/26/2024
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.

S. D. Petzel
Applicant/Agent Signature

8/26/24
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>.

S. D. Patel

Signature

Sangitaben patel

Print Name

8/26/24

Date



Alcohol License Questionnaire

Name of Business: Sham Food mart
Owner's Name: Sangitaben Patel
Address: 700 South heron st
Macon, GA, 31206

1. Do you own or are you leasing your business location? Own Lease
2. If you purchased the building, what was the final sale price as reflected in public records? \$ _____
3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?
Please circle one: Relation, see below No Relation
-
-

4. If you are leasing the building, will your landlord be involved in the day to day business operations? Yes No
5. Was the previous operator at this location in any legal or regulatory trouble with local government, state government, law enforcement, or the Georgia lottery in the year prior to the transfer to your business? Yes No
6. Will the previous operator or any family member of the previous operator remain involved in the day to day business operations? Yes No
7. Was the sale of the building, business, or lease an "arms length" or "fair market value" transaction? Yes No

S.D. Patel
Signature

Sangitaben patel
Print Name

8/26/24
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: Sham Food mart

Business Address: 100 South heron st maulen 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

S. D. Pettel
Applicant/Agent Signature

8/26/24
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: Sangitaben patel
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):

<input type="checkbox"/> Building Permit	<input type="checkbox"/> Plat Approval	<input type="checkbox"/> Building Inspection Report	<input type="checkbox"/> Certificate of Occupancy
<input checked="" type="checkbox"/> Alcohol License (Any)	<input type="checkbox"/> Privilege License (Any other than alcohol)	<input type="checkbox"/> Political Appointment	<input type="checkbox"/> Competitive Contract Bid or Proposal
<input type="checkbox"/> Non-Competitive Contract over \$50,000	<input type="checkbox"/> Registering to Bid on Real Property	<input type="checkbox"/> 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.

Sangitaben patel S. D. Patel
Print and Sign Name

Sworn to and subscribed before me this
27th day of August, 2024.

[Signature]
Notary Public

My Commission Expires: February 1st 2026



Macon-Bibb County Certificate of Good Standing

Handwritten initials/signature

- 1. Name and Title of the applicant: Kunj patel
- 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):

<input type="checkbox"/> Building Permit	<input type="checkbox"/> Plat Approval	<input type="checkbox"/> Building Inspection Report	<input type="checkbox"/> Certificate of Occupancy
<input checked="" type="checkbox"/> Alcohol License (Any)	<input type="checkbox"/> Privilege License (Any other than alcohol)	<input type="checkbox"/> Political Appointment	<input type="checkbox"/> Competitive Contract Bid or Proposal
<input type="checkbox"/> Non-Competitive Contract over \$50,000	<input type="checkbox"/> Registering to Bid on Real Property	<input type="checkbox"/> 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.

Kunj patel *[Signature]*
Print and Sign Name

Sworn to and subscribed before me this
27th day of August, 2024.

[Signature]
Notary Public

My Commission Expires: February 1st, 2026





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

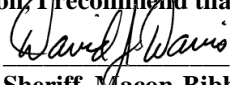
OFFICE USE ONLY
ALCOHOL APPLICATION

Applicant Name: Sangitaben Patel – Fingerprints Completed: 09.20.2024



Business Name: Varsha 2024 LLC DBA Shan Food Mart

Business Address: 100 South Heron St Macon GA 31206

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 1/7/2025 (Date) ^{DS}
SD (Initials)

Comments

After review, legal recommends approval.

Initials

^{Initial}
SF Stephanie Freeman, Administrative Office Specialist

After recording, return to:
Watson Legal Group, LLC
P.O. Box 28945
Macon, Georgia 31221

SPACE ABOVE FOR RECORDING

**STATE OF GEORGIA
COUNTY OF BIBB**

QUITCLAIM DEED
(Deed Drawn Only)

THIS INDENTURE, made as of November ____, 2024 by and between ESHERON PROPERTIES, LLC. (“Grantor”), as party of the first part, and HH 100, LLC (“Grantee”), as party of the second part. The Grantor and Grantee are each a “Party” and sometimes collectively referred to as the “Parties”.

WITNESSETH:

That for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), in cash, and other good and valuable consideration, paid by the Grantee to Grantor, the receipt whereof is hereby acknowledged, the Grantor does hereby give, grant, remise, release, and forever quitclaim unto the Grantee, its successors and assigns, the following described lands, situate in Houston County, Georgia, to wit:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 156 AND 157, 4TH LAND DISTRICT, CITY OF MACON, BIBB COUNTY, GEORGIA, CONTAINING 1.832 ACRES, AS SHOWN ON THAT CERTAIN SUBDIVISION SURVEY PREPARED FOR PINE HILL HOMES, INC., PREPARED BY THOMAS W. HURLEY, G.R.L.S. NO. 2468 OF DONALDSON, GARRETT & ASSOCIATES, INC. DATED JANUARY 8, 1998 AND REVISED ON SEPTEMBER 16, 2015, RECORDED IN PLAT BOOK 93, PAGE 930, CLERK’S OFFICE, BIBB SUPERIOR COURT AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE EASTERN RIGHT-OF-WAY LINE OF PARKWAY AVENUE (55 FOOT RIGHT-OF-WAY) AND THE SOUTHERN RIGHT-OF-WAY LINE OF PAUL WALSH DRIVE (55 FOOT RIGHT-OF-WAY); THENCE RUN ALONG SAID RIGHT-OF-WAY LINE OF PAUL WALSH DRIVE SOUTH 85° 17’ 26” EAST A DISTANCE OF 1107.45 FEET TO A POINT;

THENCE RUN ACROSS SAID RIGHT-OF-WAY LINE OF PAUL WALSH DRIVE NORTH 01° 30' 58" EAST A DISTANCE OF 55.09 FEET TO A 1/2" REBAR SET ON THE SOUTHERN RIGHT-OF-WAY LINE OF EISENHOWER PARKWAY (250 FOOT RIGHT-OF-WAY);

THENCE RUN ALONG SAID SOUTHERN RIGHT-OF-WAY LINE OF EISENHOWER PARKWAY SOUTH 85° 17' 26" EAST A DISTANCE OF 546.34 FEET TO A POINT ON THE WESTERN RIGHT-OF-WAY LINE OF SOUTH HERON STREET (60 FOOT RIGHT-OF-WAY);

THENCE RUN ACROSS SAID RIGHT-OF-WAY LINE OF SOUTH HERON STREET, STILL ALONG SAID SOUTHERN RIGHT-OF-WAY LINE OF EISENHOWER PARKWAY, SOUTH 85° 17' 26" EAST A DISTANCE OF 60.0 FEET TO A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF SOUTH HERON STREET AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUE ALONG SAID SOUTHERN RIGHT-OF-WAY LINE OF EISENHOWER PARKWAY SOUTH 85° 17' 26" EAST A DISTANCE OF 373.38 FEET TO A 1/2" REBAR SET;

THENCE LEAVING SAID RIGHT-OF-WAY LINE RUN SOUTH 01° 09' 46" WEST A DISTANCE OF 201.36 FEET TO A POINT;

THENCE RUN NORTH 88° 40' 44" WEST A DISTANCE OF 322.87 FEET TO A POINT;

THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT, SAID ARC HAVING A RADIUS OF 60.0 FEET AND AN ARC LENGTH OF 97.80 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 41° 58' 55" WEST A CHORD DISTANCE OF 87.33 FEET TO A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF SOUTH HERON STREET;

THENCE RUN ALONG SAID EASTERN RIGHT-OF-WAY LINE OF SOUTH HERON STREET NORTH 04° 42' 54" EAST A DISTANCE OF 160.16 FEET TO THE SOUTHERN RIGHT-OF-WAY LINE OF EISENHOWER PARKWAY AND THE TRUE POINT OF BEGINNING.

THIS IS THE SAME TRACT OF LAND CONVEYED TO JDN REALTY CORPORATION BY A GENERAL WARRANTY DEED FROM WHF, INC. DATED OCTOBER 1, 1998 AND RECORDED IN DEED BOOK 4279, PAGE 104, CLERK'S OFFICE, BIBB SUPERIOR COURT.

THIS PROPERTY IS FURTHER KNOWN AS 100 SOUTH HERON ST., MACON, BIBB COUNTY, GEORGIA AND AS MACON-BIBB COUNTY GEORGIA TAX ASSESSORS' MAP PARCEL NO. N092-0015.

TO HAVE AND TO HOLD the said described property unto the Grantee, its successors and assigns, in Fee Simple, so that neither the Grantor, nor his/her/its heirs, assigns, or any other person

or persons claiming under he/she/it shall, at any time, claim or demand any right, title or interest to the aforesaid described property or its appurtenances.

The Grantor does not warrant the title to said property herein conveyed, except against Grantor and against those claiming under the Grantor.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and affixed his/her/its seal the day and year first above written.

ESHERON PROPERTIES, LLC

Print Name: _____

Title: _____

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Sworn to and subscribed before me on
this ____ day of _____, 2024.

Notary Public (Affix Seal)
My commission expires: _____

HH 100, LLC

P.O. Box 28257
Atlanta, GA 30328
[December 21, 2024]

Varsha 2025 LLC

100 South Heron St.
Macon, GA

Subject: Confirmation of Property Transfer

Dear Varsha 2025 LLC,

I am writing on behalf of HH 100, LLC to confirm that the property located at 100 South Heron St., Macon, GA, has been transferred to HH 100, LLC as part of a consolidation process. The transfer was executed through a quitclaim deed, which has been duly submitted to the courthouse for processing.

For your reference, I have attached a copy of the submitted quitclaim deed as evidence of this transfer. Please be assured that this change does not affect your tenancy, and all terms and conditions of your lease agreement remain in full effect.

If you have any questions or require further clarification, please feel free to contact our office directly.

Thank you for your cooperation and understanding.

Sincerely,

Kunj Patel

Member
HH 100, LLC
P.O. Box 28257
Atlanta, GA 30328
478-832-0041



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

ADDED TO THE JANUARY 14, 2025 COMMITTEE OF THE WHOLE

Business Information

Business Name: QUIKTRIP CORPORATION
 DBA Name: QUIKTRIP
 Business Type: Corporation

Address Information

Location Address: 519 NORTH AVE MACON GA 31211-1838

Alcohol License Information

License Type: Retail
 Start Date: 12-12-2024
 Beer: Yes
 Wine: Yes
 Liquor: No
 Airline or Railway Carrier: No
 Local Jurisdiction Type: County
 Local Jurisdiction: MACON
 Arrest History: No

Local License / Fees	Fee Amount
Beer/Wine License	\$250.00
	\$250.00

Licensee Information

Licensee Type: Business
 Licensee Name: ROWDEN, DEBORAH

Additional Information

Primary NAICS: 424710

Officers	Officer or Responsible Party
HUNT, SUSAN E.	Officer
SULLIVAN, STUART C.	Officer
CADIEUX III, CHESTER E.	Officer
ZUMWALT, LORA L.	Responsible Party
DELAMETTER, MARC A.	Officer



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

<u>Officers</u>	<u>Officer or Responsible Party</u>
JEFFERS, RONALD	Officer
O'DELL III, MARVIN C.	Officer
SIMOENS, AVERY A.	Officer
MARCHESANO, JAMES D.	Officer
COWGER, GARY L.	Officer
WILLIAMS, CRAIG D.	Officer
SMITH, BETH E.	Officer
VAUGHAN, KELLY	Officer
GEHRKE, THOMAS C.	Officer
FAUST, JOSEPH S.	Officer
FATER, STEPHEN R.	Officer
PEARMAN, SMART M.	Officer
WELLS, MARSHALL	Officer
MORGAN, BRUCE E.	Officer
KUBALA, JAMES A.	Officer
BROCKMEIER, JULIE L.	Officer
HUEBACK, TIMOTHY O.	Officer
THOENE, JEFFREY T.	Officer
MCDANIEL II, CHARLES A.	Officer
MALARKEY, JAMES E.	Officer
HOUDASHELT, ANDREW A.	Officer
BARTON, CHARLES L.	Officer
GRACEK, JOSH	Responsible Party
BROWN JR, JIMMY	Both
COVEL, DANIEL D.	Responsible Party
SHAW, JONATHAN J.	Responsible Party
CLIMPSON, ROBERT	Officer
DAVIS, CODY	Officer
DICKERSON, LARRY	Officer
FISHER, TARA	Officer
GLEASON, KEVIN	Officer
HITZ, GINA	Officer



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

<u>Officers</u>	<u>Officer or Responsible Party</u>
HUMPHREY, PATRICK	Officer
MILLER, MATTHEW	Officer
NICHOLAS, ERIC	Officer
ROWDEN, DEBORAH	Both
SCHMOOK, GENEVIEVE	Officer
SCHRICK, CHAD	Officer
SMITH, ROBERT	Officer
STANFORD, CHAD	Officer
THORNTON, KEVIN	Officer
WARD, MICHAEL	Officer
WILLIAMS, TERRY	Officer
SEABROOKS, SHANTERIA	Responsible Party
SHAW, JONATHAN	Both
LAVARNWAY, BRIAN	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)

<input type="checkbox"/> *Distilled Spirits Packaged to Go	\$2,900	<input checked="" type="checkbox"/> *Malt Packaged to Go	\$800	<input checked="" type="checkbox"/> Wine Packaged to Go	\$700
<input type="checkbox"/> *Distilled Spirits C.O.P.	\$2,900	<input type="checkbox"/> *Malt C.O.P.	\$800	<input type="checkbox"/> Wine *C.O.P.	\$700
<input type="checkbox"/> *Distilled Spirits Wholesaler	\$3,600	<input type="checkbox"/> *Malt Wholesaler	\$1,000	<input type="checkbox"/> Wine Wholesaler	\$800
<input type="checkbox"/> *Distilled Spirits Manufacturers	\$4,300	<input type="checkbox"/> *Malt Manufacturer	\$2,500	<input type="checkbox"/> Wine Manufacturer	\$1,700
<input type="checkbox"/> Brewpub	\$2,500	<input type="checkbox"/> Out-of-Town Wholesaler	\$100	<input type="checkbox"/> Brown Bag	\$0
<input type="checkbox"/> Alcohol Beverage Caterer	\$600	<input type="checkbox"/> 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.

\$ 1,500 Alcohol License Fees + \$400 Application Fee = \$ 1,900

Agent Information

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

Location/Business Information

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

Business Continuation

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

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

BUSINESS

Federal Tax ID #: 73-0675375 State Tax ID #: 308-917286

Business Name: QuikTrip Corporation Corporate and Trade Name: QuikTrip Corporation - QuikTrip #1736

Local Business Address: 519 North Ave, Macon GA 3201

Mailing Address: 4705 S 129th East Ave, Tulsa, OK 74134
(P.O. Box Not Allowed) City State Zip
(City State Zip)

Local Business Phone #: 918-615-7700 Email Address: licensing@quiktrip.com

Contact Person: Deborah Rowden Contact Phone #: 918-615-7700

AGENT

Agent's Name: Tiffany Maddlen Agent's Title: Supervisor

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

Home Address: 450 Berkshire Dr. City: Covington State: GA Zip: 30016

Home Phone #: [REDACTED] Email: licensing@quiktrip.com

Mailing Address: P.O. Box 2927 City: Tulsa State: OK Zip: 74101-2927

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

①

Introductory Text

All current Alcohol Licenses expire December 31.

There is no grace period.

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

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

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

Application Questions

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

Application Type : Initial Application


Are you submitting a Business Continuation application?

Business Continuation : No

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

Non-Profit Business : No

Required Attachments

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

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

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

Alcohol Beverage Supplemental Packet:

SKM_C450i24100713080.pdf

Business Information

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

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

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

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

Business Name (DBA) : QuikTrip #1736

Corporation Name : QuikTrip Corporation

Business Address : 519 North Ave

City : Macon

State : GA

Zip : 31201

Mailing Address : PO Box 2927

City : tulsa

State : OK

Zip : 74101-2927

Local Business Phone # : (478) 583-6597

Email : licensing@quiktrip.com

Owner Name : Deborah Rowden

Owner Phone # : (918) 615-7700

Are you selling alcohol by the package to go? : Yes

Drugstore :

Food Mart :

Gas Station :

Grocery Store :

Small Box Discount Store :

Specialty Store :

Vice Mart :

Other Small Box Retail Store :

Other/None of the Above/Distilled Spirits/Exempt :

Agent Information

Agent Information

Please provide the Alcohol Handler License Number for your Agent.

Alcohol Handler License Number : cert_vkvmrf6m

Agent's First Name : Tiffany

Agent's Last Name : Madden

Agent's Home Phone # : 

Job Title : Manager

Agent's Home Address : 450 Berkshire Dr

City : Covington

State : GA

Zip : 30016

Social Security Number 

License Fees

License Fees (ADD All that Apply)

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

License Fees:

License Fee : Wine Packaged to Go - \$700

License Fee : Malt Packaged to Go - \$800

License Fee : Temporary Alcohol - \$100

Armed Security Personnel

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

Yes/No : No

Certification and Attestation

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

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

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

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

Digital Signature

Your Name Here : Deborah Rowden

Date

Today's Date : 10/07/2024

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>Chester Edouard Cadieux</u>			
Home Address: <u>4705 S 129th East Ave, Tulsa, OK 74134</u>			
Sex	Race	Date of Birth	Social Security Number
<u>male</u>	<u>Caucasian</u>		

This authorization is valid for 90/180/360 (circle one) days from date of signature.

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

[Signature]
Signature

8.23.24
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)

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

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

<input type="checkbox"/>	No Georgia CHRI results available.
<input type="checkbox"/>	Georgia CHRI attached/released

<input type="checkbox"/>	No NCIC/GCIC Warrant results available.
<input type="checkbox"/>	Possible NCIC/GCIC Warrant. Contact Agency listed below.

Wanting Agency Name:	
Agency Telephone:	

Agency Designee Signature and Title

Date

Name-Based Criminal History Record Information Consent/Inquiry Form

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

Full Name (print): <u>Marshall James Wells</u>			
Home Address: <u>3442 S Delaware Ave, Tulsa, OK 74105</u>			
Sex	Race	Date of Birth	Social Security Number
<u>Male</u>	<u>Caucasian</u>		

This authorization is valid for 90/180/360 (circle one) days from date of signature.
Marshall Wells, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.

Marshall Wells
 Signature

8.23.24
 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 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

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>Stuart Coleman Sullivan</u>			
Home Address: <u>5151 Oak Timber Dr, Tulsa, OK 74131</u>			
Sex	Race	Date of Birth	Social Security Number
<u>Male</u>	<u>Caucasian</u>		

This authorization is valid for 90/180/360 (circle one) days from date of signature.

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

[Signature]
Signature

8/23/24
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)

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

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

<input type="checkbox"/>	No Georgia CHRI results available.
<input type="checkbox"/>	Georgia CHRI attached/released

<input type="checkbox"/>	No NCIC/GCIC Warrant results available.
<input type="checkbox"/>	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):	Tiffany Rene Madden		
Home Address:	450 Bayshore Dr Conington, Ga 30016		
Sex	Race	Date of Birth	Social Security Number
Female	Blk/African America		[REDACTED]

This authorization is valid for 90/180/360 (circle one) days from date of signature.
 I, Tiffany Madden, give consent to the above name to perform periodic criminal history background checks for the duration of my employment with this company.

Signature: [Signature] Date: 8/21/24

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

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

Purpose Code used: (check one)

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

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

<input type="checkbox"/>	No Georgia CHRI results available.
<input type="checkbox"/>	Georgia CHRI attached/released

<input type="checkbox"/>	No NCIC/GCIC Warrant results available.
<input type="checkbox"/>	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) P 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: QuikTrip Corporation

Printed Name of Applicant: Chester Cadieux III

*Signature of Applicant: *[Handwritten Signature]*

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 7 DAY OF October , 20 24 .

 [Handwritten Signature]
NOTARY PUBLIC

 1/27/27
MY COMMISSION EXPIRES



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

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

1) 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: QuickTrip Corporation

Printed Name of Applicant: Marshall Wells

*Signature of Applicant: [Handwritten Signature]

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 7 DAY OF October, 2024.

[Handwritten Signature]
NOTARY PUBLIC

1/27/27
MY COMMISSION EXPIRES



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

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

1) 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: QuickTrip Corporation

Printed Name of Applicant: Stuart Sullivan

*Signature of Applicant: [Handwritten Signature]

SUBSCRIBED AND SWORN BEFORE ME ON

THIS 7 DAY OF October, 2024.

[Handwritten Signature]
NOTARY PUBLIC

1/27/27
MY COMMISSION EXPIRES



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

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

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

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

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

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

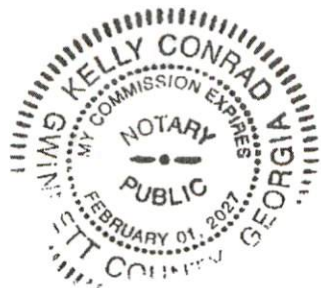
Business Name: Whitrip Corporation

Printed Name of Applicant: Tiffany Madolen

*Signature of Applicant: [Handwritten Signature]

SUBSCRIBED AND SWORN BEFORE ME ON
THIS 21 DAY OF August 2021.

Kelly



MEASUREMENT FORM

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

APPLICANT: TIFFANY MADDEN
PROPOSED LICENSE: BEER AND WINE PACKAGED TO GO
BUSINESS LOCATION: 519 NORTH AVE.
BUSINESS NAME: QUIKTRIP #1736

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: John W. Hayes
John W. Hayes, Macon-Bibb County Engineer
Date: 8/29/24

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

RETAIL SALES of BEER and WINE

Package Sale to Go & consumption on premises.

OR

Package Sale to Go (Convenience Store)

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

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

(Revised 8-23-2023) PJH

Quick Trip #1736
#519 North Avenue

3,550' — SCHOOL GROUND property line
Burdell - Hunt Elementary

3,600' — SCHOOL BUILDING
Burdell - Hunt Elementary

4,550' — COLLEGE CAMPUS property line
Mercer University - #433 Cherry St.

550' — ALCOHOLIC TREATMENT CENTER building
River Edge - Emory Hwy.

5,200' — PUBLIC LIBRARY or BRANCH building
Washington Memorial

3,200' — MACON-BIBB COUNTY HOUSING AUTHORITY property
Davis Village

2,500' — CHURCH (building)
United House of Prayer - #478 Emory Hwy.

2,450' — CHURCH GROUNDS
United House of Prayer

5,200' — M-B COUNTY RECREATION CENTER property
Rosa Jackson 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
August 28, 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
145505	586185	Print Legal Ad-IPL01907660 - IPL0190766		\$46.36	1	30 L

Attention: Licensing Department

QuikTrip Corporation
 4705 S 129TH EAST AVE
 Tulsa, OK 74134

licensing@quiktrip.com

 GEORGIA, BIBB COUNTY

NOTICE OF INTENT TO FILE RE-
 QUEST FOR Package To Go Retail
 Beer and Wine

Pursuant to the ordinance adopted by the Macon-Bibb County Commission, dated December 4, 2018, as now or hereafter amended, notice is hereby given that on or after the August 30, 2024, the undersigned will apply to said Macon-Bibb County Commission for the above-described license(s) at an establishment known as QuikTrip Corporation - QuikTrip #1736, 519 North Ave, Macon, GA 31201-1838. 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 23, 2024. Tiffany Madden,
 Applicant
 IPL0190766
 Aug 25, Sep 1 2024

To Whom It May Concern:

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

2 insertion(s) published on:

08/25/24, 09/01/24

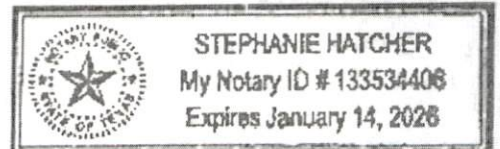
By placing your legal organ advertisement with this newspaper, you agree that your sole remedy if the newspaper should make a mistake in the text or the timing of publication of your advertisement is a refund of the cost you paid for the advertisement or re-advertisement at no additional cost to you.

Willmenta Lemons

Sworn to and subscribed before me this 3rd day of September 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-2023-2965	PERMIT TYPE: Permitted Use	DATE OF ISSUE: 03/07/2024
ISSUED TO NAME:	Eric Bikas	
	QuikTrip 1736	
PROPERTY OWNER'S NAME:	Eric Bikas	
PROPOSED USE:	New Business Application	
ADDRESS OF PROPOSED USE:	519 NORTH AVE	
NEW CONSTRUCTION:	Yes	
MAP/PARCEL:	R071-0324	ZONING DISTRICT: C-4

PERMIT ISSUED SUBJECT TO THE FOLLOWING CONDITIONS

As per application, plans submitted and department approvals on file; approval is granted to construct and operate a 5,312 SF convenience store with alcohol packaged to go and fuel sales. No outside storage, sales, or display authorized. No signage authorized by this permit. Signage shall require a separate Zoning permit. Any proposed arcade or gaming machines shall occupy less than thirty (30) percent or more of the gross floor area as utilized by amusement machines or their patrons; should 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 03/07/2025

APPROVED BY: Butch Sementilli

NOTICE

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

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed

Secretary of State

Filing Date: 03/04/2024 12:13:12

BUSINESS INFORMATION

BUSINESS NAME : QUIKTRIP CORPORATION
CONTROL NUMBER : J552519
BUSINESS TYPE : Foreign Profit Corporation
JURISDICTION : Oklahoma
ANNUAL REGISTRATION PERIOD : 2024

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 4705 S 129th E Ave, Tulsa, OK, 74134, USA
REGISTERED AGENT NAME : C T Corporation System
REGISTERED OFFICE ADDRESS : 106 Colony Park Drive, Ste 800-B, Cumming, GA, 30040, USA
REGISTERED OFFICE COUNTY : Forsyth

OFFICER	TITLE	ADDRESS
Chester Cadieux III	CEO	4705 S 129th E Ave, Tulsa, OK, 74134, USA
Marshall James Wells	Secretary	4705 S 129th E Ave, Tulsa, OK, 74134, USA
Stuart Coleman Sullivan	CFO	4705 S 129th E Ave, Tulsa, OK, 74134, USA

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 4705 S 129th E Ave, Tulsa, OK, 74134, USA
REGISTERED AGENT NAME : C T Corporation System
REGISTERED OFFICE ADDRESS : 106 Colony Park Drive, Ste 800-B, Cumming, GA, 30040, USA
REGISTERED OFFICE COUNTY : Forsyth

OFFICER	TITLE	ADDRESS
Chester Cadieux III	CEO	4705 S 129th E Ave, Tulsa, OK, 74134, USA
Marshall James Wells	Secretary	4705 S 129th E Ave, Tulsa, OK, 74134, USA
Stuart Coleman Sullivan	CFO	4705 S 129th E Ave, Tulsa, OK, 74134, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : Jimmy W Brown
AUTHORIZER TITLE : Officer

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: QuikTrip #1736 Name of Corporation: QuikTrip Corporation

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

Individual:

Name and Title: CHRIS C CADREUX III - CEO Telephone Number: 918.615.7700
Date of Birth: [REDACTED] Social Security Number: [REDACTED]
Residential Street Address: 4705 S 129th East Ave, Tulsa, OK 74134
P.O. Box Not Allowed (City State Zip)
Mailing Address: PO Box 2927, Tulsa, OK 74101-2927
(City State Zip)

Type of Entity and Business Interest:

Please check appropriate description and complete as required.

- Sole Proprietorship
- General Partnership
 - General Partner holding _____% of all outstanding partnership interests.
- Limited Partnership (LP)
 - General Partner holding _____% of all outstanding general partnership interests.
 - Limited Partner holding _____% of all outstanding general partnership interests.
- Limited Liability Partnership (LLP)
 - General Partner holding _____% of all outstanding general partnership interests.
- Limited Liability Limited Partnership (LLLLP)
 - General Partner holding _____% of all outstanding general partnership interests.
 - Limited Partner holding _____% of all outstanding general partnership interests.
- Limited Liability Company (LLC)
 - Managing Member, Total number of Managing Member: _____
 - Member holdings _____% 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: QuikTrip #1736 Name of Corporation: QuikTrip Corporation

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

Individual:

Name and Title: Marshall Wells - Corp Secretary Telephone Number: 918-645-7100

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

Residential Street Address: 3442 S Delaware Ave, Tulsa, OK 74105

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

Mailing Address: PO Box 2927, Tulsa, OK 74101-2927
(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: _____
 - o Member holdings _____% of all outstanding membership interests.
- Privately Held Corp./Company
 - o Corporate Officer: Yes No _____
- Other
 - o 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: QuikTrip #1736 Name of Corporation: QuikTrip Corporation

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

Individual:

Name and Title: Stuart Sullivan - CFO-VP Telephone Number: 918-615-7700

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

Residential Street Address: 5151 Oak Timber Dr, Tulsa, OK 74131

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

Mailing Address: PO Box 2927, Tulsa, OK 74101-2927
(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 _____% of all outstanding membership interests.

Privately Held Corp./Company

Corporate Officer: Yes No _____

Other

Other person exercising operational authority over the entity: _____

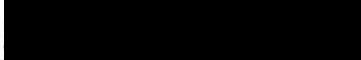


Ownership Disclosure Form

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

Business:

Trade Name: QuickTrip #1736 Name of Corporation: QuickTrip Corporation
If publicly traded, Stock Symbol and Name of one Listing Exchange: N/A

Individual:

Name and Title: Tiffany Madden-Supervisor Telephone Number: 
Date of Birth:  Social Security Number: 
Residential Street Address: 450 Berkshire Dr, Covington, GA 30016
Mailing Address: PO Box 2927, Tulsa, OK 74101-2927
P.O. Box Not Allowed (City State Zip)
(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): _____
 - o Member holdings _____ % 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: Tiffany Last Name: Madden
Home Address: 450 Berkshire Dr. City: Covington State: GA Zip: 30016
Home Phone #: [Redacted] Email: tmadden@quiktrip.com
Date of Birth: [Redacted] Social Security Number: [Redacted]
Mailing Address: 952 Old Peachtree Rd NW City: Lawrenceville State: GA Zip: 30043

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

CERTIFICATION

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

[Signature]
Applicant's Signature

8/21/24
Date

I hereby certify that Tiffany Madden 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 21 day of August, 2024

[Signature]
Notary Public



2-1-2027
My Commission Expires

Rev 7/2021



Cheers Entertainment Services Bar Training
CERTIFICATE OF COMPLETION

Awarded To

TIFFANY MADDEN

Course Completion

MACON-BIBB ALCOHOL HANDLER'S PERMIT COURSE

Date: 2024-09-03

Serial No.

cert_vkvmrf6m





Tiffany Madden



AH001406
ALCOHOL HANDLER

EXP: 12/31/2025

Type: GEORGIA LAND RECORDS
Recorded: 1/18/2022 11:09:00 AM
Fee Amt: \$1,825.00 Page 1 of 7
Transfer Tax: \$1,800.00
Bibb County Superior Court
Erica Woodford Clerk

Participant ID: 1767500946

BK 11123 PG 110 - 116

Prepared by:

The Schaaf Law Firm
Attn: Michael L. Schaaf, Sr., Esq.
2440 Sandy Plains Road
Building 11
Marietta, GA 30066

Return To
Michael L. Schaaf
2440 Sandy Plains Rd
Building 11
Marietta, GA 30066-7218
(0468-267-A)

Tax Parcel No. R071-0324

File No.: 0468-267.A
Store No. 1736

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF BIBB

THIS INDENTURE is made to be effective this the 14 day of January in the year Two Thousand Twenty Two (2022), between **GULFSOUTH HOLDINGS, LLC**, a Florida limited liability company, as party or parties of the first part, hereinafter called Grantor, and **QUIKTRIP CORPORATION**, an Oklahoma corporation, as party or parties of the second part hereinafter called "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor for and in consideration of the sum of Ten and no/100 Dollars and other good and valuable consideration, in hand paid, at and before the sealing and delivery of these presents, the receipts whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lot 55 of the Macon Reserve East, of Bibb County, Georgia, City of Macon, and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the said described property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever, in FEE SIMPLE subject only to the matters (hereinafter referred to as "Permitted Exceptions" set out in the attached Exhibit "B", said Exhibit "B" being attached hereto and incorporated herein by reference.

AND THE SAID Grantor will warrant and forever defend the right and title to the said described property, unto the said Grantee against the claims of all persons claiming by, through or under Grantor (but not otherwise), except for the Permitted Exceptions.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness
[Signature]
Notary Public

GRANTOR:

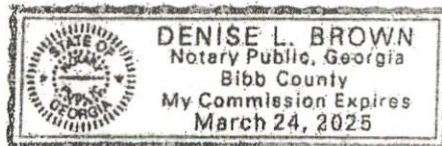
Gulfsouth Holdings, LLC,
a Florida limited liability company

By: *[Signature]*
Richard C. Southerland

Its: CEO

Commission Expiration Date:

(NOTARIAL SEAL)



Original Signature Page for Limited Warranty Deed from Gulfsouth Holdings, LLC to QuikTrip Corporation, effective January 14, 2022

EXHIBIT "A"

All those tracts or parcels of land lying and being in Land Lot 55 of the Macon Reserve East, Bibb County, Georgia, City of Macon, and being more particularly described in the following:

- (A) Limited Warranty Deed from J.M. Smith Corporation to Gulfsouth Holdings, LLC, dated 8-1-2019 and recorded at Deed Book 10394, page 154, Office of the Clerk of the Superior Court of Bibb County, Georgia;
- (B) Warranty Deed from B & B Investments, a partnership composed of Wayne S. Bloodworth and J.W. Brown, Jr., to Gulfsouth Holdings, LLC, dated 8-1-2019 and recorded at Deed Book 10394, page 167, aforesaid records;
- (C) Quitclaim Deed from B & B Investments, a partnership composed of Wayne S. Bloodworth and J.W. Brown, Jr. to Gulfsouth Holdings, LLC, dated 8-1-2019 and recorded at Deed Book 10394, page 170, aforesaid records;
- (D) Warranty Deed from JPH Real Estate Holdings, LLC, to Gulfsouth Holdings, LLC, dated 8-1-2019 and recorded at Deed Book 10394, page 173, aforesaid records;
- (E) Quitclaim Deed from JPH Real Estate Holdings, LLC to Gulfsouth Holdings, LLC, dated 8-1-2019 and recorded at Deed Book 10394, page 176, aforesaid records.

Said deeds being incorporated herein by reference.

EXHIBIT "B"

PERMITTED EXCEPTIONS

Page 1 of 3 Pages

1. All taxes for the year 2022 and subsequent years which are liens but not yet due and payable.
2. Right of Way Deed from Trustees under the Last Will and Testament of A.O. Bacon to State Highway Department of Georgia, dated 7-30-1954 and recorded at Deed Book 695, page 343, Office of the Clerk of the Superior Court of Bibb County, Georgia.
3. Right of Way Deed from Trustees under the Last Will and Testament of A.O. Bacon to State Highway Department of Georgia, dated 7-30-1954 and recorded at Deed Book 695, page 344, aforesaid records.
4. Sanitary Sewer Easement from William R. Birdsong and W. W. Chichester to Macon-Bibb County Water and Sewerage Authority, dated XX-XX-1985, filed 8-16-1985 and recorded at Deed Book 1554, page 301, aforesaid records; as disclosed on that Survey for QuikTrip No. 1736, dated 1-3-2022, revised 1-4-2022, prepared by Alliance Land Surveying and bearing the stamp and seal of David L. Anderson, GA P.L.S. No. 3305.
5. Reciprocal Easement and Restrictive Covenant Agreement between William R. Birdsong, M.D. and B & B Investments, a partnership composed of Wayne S. Bloodworth and J.W. Brown, Jr., dated 7-1-1985 and recorded at Deed Book 2697, page 294, aforesaid records; the plotable easements as contained therein as disclosed on that Survey for QuikTrip No. 1736, dated 1-3-2022, revised 1-4-2022, prepared by Alliance Land Surveying and bearing the stamp and seal of David L. Anderson, GA P.L.S. No. 3305.
6. Easement from JPH Real Estate Holdings, LLC to Georgia Power Company, dated 10-25-2016 and recorded at Deed Book 9798, page 300, aforesaid records.

EXHIBIT "B"

PERMITTED EXCEPTIONS

Page 2 of 3 Pages

7. Easement and Restrictive Covenant Agreement between Gulfsouth Holdings, LLC, a Florida limited liability company, and J M Smith Corporation, a South Carolina corporation, dated 8-1-2019 and recorded at Deed Book 10394, page 157, aforesaid records, and re-recorded on 10-16-2019 at Deed Book 10440, page 242, aforesaid records.
8. Easements for ingress and egress as contained in the following as disclosed on that Survey for QuikTrip No. 1736, dated 1-3-2022, revised 1-4-2022, prepared by Alliance Land Surveying and bearing the stamp and seal of David L. Anderson, GA P.L.S. No. 3305.
 - (A) Warranty Deed from William R. Birdsong to Julia P. Haynie, dated 11-201-1990 and recorded at Deed Book 1928, page 324, aforesaid records;
 - (B) Warranty Deed from William R. Birdsong, M.D. to B & B Investments, a partnership composed of Wayne S. Bloodworth and J.W. Brown, Jr., dated 7-1-1995 and recorded at Deed Book 2697, page 291, aforesaid records;
 - (C) Limited Warranty Deed from Julia P. Haynie to JPH Real Estate Holdings, LLC, dated 10-14-2010 and recorded at Deed Book 8385, page 142, aforesaid records;
 - (D) Limited Warranty Deed from J.M. Smith Corporation to Gulfsouth Holdings, LLC, dated 8-1-2019 and recorded at Deed Book 10394, page 154, aforesaid records;
 - (E) Warranty Deed from B & B Investments, a partnership composed of Wayne S. Bloodworth and J.W. Brown, Jr., to Gulfsouth Holdings, LLC, dated 8-1-2019 and recorded at Deed Book 10394, page 167, aforesaid records;
 - (F) Quitclaim Deed from B & B Investments, a partnership composed of Wayne S. Bloodworth and J.W. Brown, Jr. to Gulfsouth Holdings, LLC, dated 8-1-2019 and recorded at Deed Book 10394, page 170, aforesaid records;

EXHIBIT "B"

PERMITTED EXCEPTIONS

Page 3 of 3 Pages

- (G) Warranty Deed from JPH Real Estate Holdings, LLC, to Gulfsouth Holdings, LLC, dated 8-1-2019 and recorded at Deed Book 10394, page 173, aforesaid records;
 - (H) Quitclaim Deed from JPH Real Estate Holdings, LLC to Gulfsouth Holdings, LLC, dated 8-1-2019 and recorded at Deed Book 10394, page 176, aforesaid records.
9. In addition to the matters excepted to herein, the following as disclosed on that ALTA/NSPS Land Title Survey for QuikTrip No. 1736, dated 1-3-2022, revised 1-4-2022, prepared by Alliance Land Surveying and bearing the stamp and seal of David L. Anderson, GA P.L.S. No. 3305 and on that Surveyor's Report by David L. Anderson, dated 1-3-2022:
- (A) 18" RCP;
 - (B) 15" RCP;
 - (C) 12" PVC;
 - (D) Krispy Kreme monument sign;
 - (E) single pole billboard;
 - (F) double pole billboards;
 - (G) evidence of underground utilities entering/exiting the property;
 - (H) overhead utilities entering/exiting the property;
 - (I) water meter;
 - (J) sanitary sewer line outside the easement area;
 - (K) encroachment by a utility pole;
 - (L) Emery Highway and North Avenue are under construction.
10. Rights of tenants in possession under the following unrecorded leases:
- (A) Real Estate Lease between S&P of Macon, Inc., d/b/a Krispy Kreme Doughnuts, a Georgia corporation (as Tenant) and JPH Holdings, LLC, a Georgia limited liability company (as Landlord), effective January 1, 2013;
 - (B) Real Estate Lease between The Lamar Companies (as Tenant) and Gulfsouth Holdings, LLC, a Florida limited liability company (as Landlord), effective June 28, 2019.

Type: GEORGIA LAND RECORDS
Recorded: 1/18/2022 11:09:00 AM
Fee Amt: \$425.00 Page 1 of 7
Transfer Tax: \$400.00
Bibb County Superior Court
Erica Woodford Clerk

Participant ID: 1767500946

BK 11123 PG 127 - 133

Prepared by:

The Schaaf Law Firm
Attn: Michael L. Schaaf, Sr., Esq.
2440 Sandy Plains Road
Building 11
Marietta, GA 30066

Return To
Michael L. Schaaf
2440 Sandy Plains Rd
Building 11
Marietta, GA 30066-7218
(0468-267.B)

Tax Parcel No. R071-0325

File No.: 0468-267.B
Store No. 1736

LIMITED WARRANTY DEED

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

THIS INDENTURE is made to be effective this the 14 day of January in the year Two Thousand Twenty Two (2022), between **SMITH MANAGEMENT SERVICES, LLC**, a Delaware limited liability company, a/k/a **SMITH MANAGEMENT SERVICES, LLC (DE)**, a Delaware limited liability company, as party or parties of the first part, hereinafter called Grantor, and **QUIKTRIP CORPORATION**, an **Oklahoma corporation**, as party or parties of the second part hereinafter called "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor for and in consideration of the sum of Ten and no/100 Dollars and other good and valuable consideration, in hand paid, at and before the sealing and delivery of these presents, the receipts whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lot 55 of the Macon Reserve East, of Bibb County, Georgia, City of Macon, and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

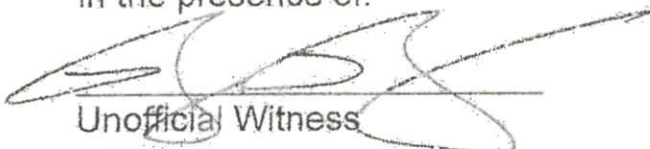
TO HAVE AND TO HOLD the said described property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever, in FEE SIMPLE subject only to the matters (hereinafter referred to as "Permitted Exceptions" set out in the attached Exhibit "B", said Exhibit "B" being attached hereto and incorporated herein by reference.

AND THE SAID Grantor will warrant and forever defend the right and title to the said described property, unto the said Grantee against the claims of all persons claiming by, through or under Grantor (but not otherwise), except for the Permitted Exceptions.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

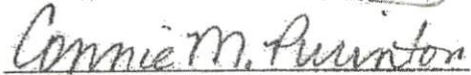
Signed, sealed and delivered in the presence of:

GRANTOR:



Unofficial Witness

Smith Management Services, LLC, a Delaware limited liability company, a/k/a Smith Management Services, LLC, a Delaware limited liability company



Notary Public

By: 
Kyle P. Waltz

Commission Expiration Date: 2/13/2028

Its: Treasurer

(NOTARIAL SEAL)

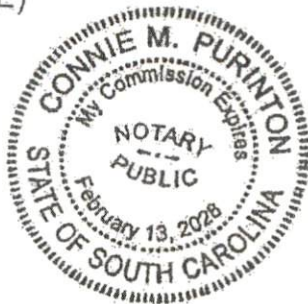


EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 55 of the Macon Reserve East, Macon, Bibb County, Georgia, containing 0.30 acres and being designated as Tract 3 on that certain "Resubdivision Survey for B&B Investments, LLC, JM Smith Corporation and JPH Real Estate Holdings, LLC", dated July 2, 2019, prepared by Wellston and Associates Land Surveyors, LLC and recoded in Plat Book 94, page 504, Bibb County, Georgia records. Said Tract 3 has the same size, shape, metes, bounds, and dimensions shown on the referenced survey which is incorporated herein in aid of a more accurate description.

EXHIBIT "B"

PERMITTED EXCEPTIONS

Page 1 of 3 Pages

1. All taxes for the year 2022 and subsequent years which are liens but not yet due and payable.
2. Right of Way Deed from Trustees under the Last Will and Testament of A.O. Bacon to State Highway Department of Georgia, dated 7-30-1954 and recorded at Deed Book 695, page 343, Office of the Clerk of the Superior Court of Bibb County, Georgia.
3. Right of Way Deed from Trustees under the Last Will and Testament of A.O. Bacon to State Highway Department of Georgia, dated 7-30-1954 and recorded at Deed Book 695, page 344, aforesaid records.
4. Sanitary Sewer Easement from William R. Birdsong and W. W. Chichester to Macon-Bibb County Water and Sewerage Authority, dated XX-XX-1985, filed 8-16-1985 and recorded at Deed Book 1554, page 301, aforesaid records; as disclosed on that Survey for QuikTrip No. 1736, dated 1-3-2022, revised 1-4-2022, prepared by Alliance Land Surveying and bearing the stamp and seal of David L. Anderson, GA P.L.S. No. 3305.
5. Reciprocal Easement and Restrictive Covenant Agreement between William R. Birdsong, M.D. and B & B Investments, a partnership composed of Wayne S. Bloodworth and J.W. Brown, Jr., dated 7-1-1985 and recorded at Deed Book 2697, page 294, aforesaid records; the plotable easements as contained therein as disclosed on that Survey for QuikTrip No. 1736, dated 1-3-2022, revised 1-4-2022, prepared by Alliance Land Surveying and bearing the stamp and seal of David L. Anderson, GA P.L.S. No. 3305.
6. Easement from JPH Real Estate Holdings, LLC to Georgia Power Company, dated 10-25-2016 and recorded at Deed Book 9798, page 300, aforesaid records.

EXHIBIT "B"

PERMITTED EXCEPTIONS

Page 2 of 3 Pages

7. Easement and Restrictive Covenant Agreement between Gulfsouth Holdings, LLC, a Florida limited liability company, and J M Smith Corporation, a South Carolina corporation, dated 8-1-2019 and recorded at Deed Book 10394, page 157, aforesaid records, and re-recorded on 10-16-2019 at Deed Book 10440, page 242, aforesaid records.
8. Restrictive Covenant between Smith Management Services, LLC, a Delaware limited liability company, and Walgreen Co., an Illinois corporation, dated 9-2-2020 and recorded at Deed Book 10670, page 150, aforesaid records.
9. Easements for ingress and egress as contained in the following as disclosed on that Survey for QuikTrip No. 1736, dated 1-3-2022, revised 1-4-2022, prepared by Alliance Land Surveying and bearing the stamp and seal of David L. Anderson, GA P.L.S. No. 3305.
 - (A) Warranty Deed from William R. Birdsong to Julia P. Haynie, dated 11-201-1990 and recorded at Deed Book 1928, page 324, aforesaid records;
 - (B) Warranty Deed from William R. Birdsong, M.D. to B & B Investments, a partnership composed of Wayne S. Bloodworth and J.W. Brown, Jr., dated 7-1-1995 and recorded at Deed Book 2697, page 291, aforesaid records;
 - (C) Limited Warranty Deed from Julia P. Haynie to JPH Real Estate Holdings, LLC, dated 10-14-2010 and recorded at Deed Book 8385, page 142, aforesaid records;
 - (D) Limited Warranty Deed from J.M. Smith Corporation to Gulfsouth Holdings, LLC, dated 8-1-2019 and recorded at Deed Book 10394, page 154, aforesaid records;
 - (E) Warranty Deed from B & B Investments, a partnership composed of Wayne S. Bloodworth and J.W. Brown, Jr., to Gulfsouth Holdings, LLC, dated 8-1-2019 and recorded at Deed Book 10394, page 167, aforesaid records;

EXHIBIT "B"

PERMITTED EXCEPTIONS

Page 3 of 3 Pages

- (F) Quitclaim Deed from B & B Investments, a partnership composed of Wayne S. Bloodworth and J.W. Brown, Jr. to Gulfsouth Holdings, LLC, dated 8-1-2019 and recorded at Deed Book 10394, page 170, aforesaid records;
 - (G) Warranty Deed from JPH Real Estate Holdings, LLC, to Gulfsouth Holdings, LLC, dated 8-1-2019 and recorded at Deed Book 10394, page 173, aforesaid records;
 - (H) Quitclaim Deed from JPH Real Estate Holdings, LLC to Gulfsouth Holdings, LLC, dated 8-1-2019 and recorded at Deed Book 10394, page 176, aforesaid records.
10. In addition to the matters excepted to herein, the following as disclosed on that ALTA/NSPS Land Title Survey for QuikTrip No. 1736, dated 1-3-2022, revised 1-4-2022, prepared by Alliance Land Surveying and bearing the stamp and seal of David L. Anderson, GA P.L.S. No. 3305 and on that Surveyor's Report by David L. Anderson, dated 1-3-2022:
- (A) 18" RCP;
 - (B) pharmacy sign;
 - (C) evidence of underground utilities entering/exiting the property;
 - (D) water meter;
 - (E) gas meter.

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.

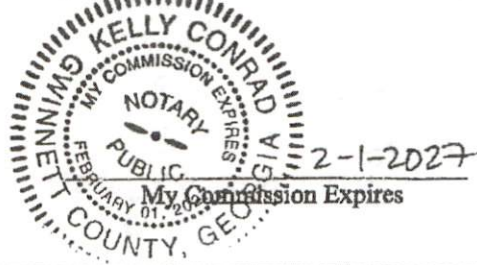
Agent's Signature: [Signature] Date: 8/21/24

Business Name: QuikTrip Corporation - QuikTrip #1736

I hereby certify that Tiffany Madden (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 21 day of August, 2024

[Signature]
Notary Public



Owner/Individual Certification

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

Individual/Owner's Signature: [Signature] Date: 10/23/24
(If different from Agent)

Title: Vice president - finance / CFO

Business Name: QuikTrip Corporation

I hereby certify that Tiffany Madden (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 23rd day of October, 2024

[Signature]
Notary Public



9/3/25
My Commission Expires

6

PACKAGE TO GO BUSINESS TYPE IDENTIFICATION FORM

Business Name: QuikTrip # 1736

Business Address: 519 North Ave, Macon, GA 31201

Instructions:

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

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

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

Definitions:

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

- Small Box Discount Store:** a retail store that provides assorted, inexpensive items that are continuously offered at a discounted price that is usually under \$10 per item. These stores are commonly referred to by names such as "dollar stores," "99 cent stores," "five dollar stores," "discount stores," or "variety stores." Products sold typically include processed food and drink items, personal hygiene products, office supplies and decorations. Retail floor space is typically less than 15,000 square feet.

- Specialty Store:** a retail store that derives at least 50% of its annual gross sales from the sale of certain specialized classes or types of food or beverage products, or related accessories or non-food items. Such products are typically of a superior quality or more limited market availability than those general products commonly found in Grocery Stores. This includes brewpubs, malt beverage taprooms, and cocktail rooms. Other examples of Specialty Stores include, without limitation: (a) imported or luxury products; (b) products associated with a particular culture, global region, cuisine, or nationality; (c) products conforming to or supporting the dietary requirements of any sincerely held religious practice or belief; (d) restaurants; (e) organic, vegan, or natural products; (f) meats (e.g., butcher shops, delis, or seafood markets); (g) cheese or dairy products; (h) oils, seasonings, or spices; (i) growlers, craft beers, or wine; (j) breads or baked goods; (k) cigars; (l) honey or beeswax products; (m) products grown or produced within the State of Georgia or any particular location therein; or (n) any similarly specialized products or classes of products.

- Vice Mart:** a retail store that provides assorted, inexpensive items for neighborhood residents or travelers, such as processed shelf-stable or refrigerated food and drink items; fountain and brewed drinks; handheld prepared food items; automotive items; tobacco products; family planning products; lottery products; gifts; over-the-counter medications; or similar items. Stores are typically designed for expediency – with customers typically buying few items per transaction and spending only a short time in the store. Retail floor space is typically less than 10,000 square feet.

- Other Small Box Retail Store:** a retail store that meets each of the following criteria:
 1. the store has a total retail floor space of less than 15,000 square feet; 2. the store does not meet the definition of Drug Store, Food Mart, Gas Station, Grocery Store, Small Box Discount Store, Specialty Store, or Vice Mart; and 3. the store is not licensed or applying for a license for the sale of distilled spirits by the package to go.

- Other/None of the Above/Distilled Spirits/Exempt:** Check this box if none of the above definitions apply to your store, or if you are not licensed or applying for a license to sell only beer or wine or both by the package to go.


 Applicant/Agent Signature

8/21/24
 Date

SECURITY CAMERA COMPLIANCE VERIFICATION

Instructions:

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

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

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

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

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

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

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

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

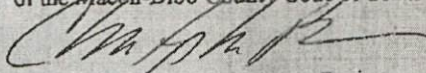
Security Camera Compliance Verification Form
Rev. March 2021
Page 1 of 2

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.

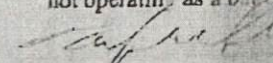
Business Name: QuitTop # 1236
Business Address: 519 North Ave, Macon, GA 31201

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


 Code Enforcement Department Designee

12/9/2024
 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.


 Applicant Agent Signature

8/21/24
 Date

(4)

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 Chester Cadieux III Print Name 8.23.24 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

Marshall Wells
Print Name

8.23.24
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

Stuart Sullivan
Print Name

8/23/24
Date

Applicant Privacy Rights Notification Signature Form

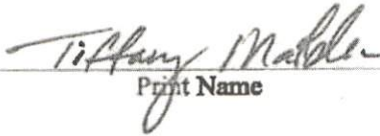
Applicant Notification and Record Challenge:

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: QuikTrip #1736
Owner's Name: QuikTrip Corporation
Address: 519 North Ave, Macon
GA 31201

1. Do you own or are you leasing your business location? Own Lease
2. If you purchased the building, what was the final sale price as reflected in public records? \$ N/A

3. If you are leasing the building, what relation, if any, is there between the building owner and the owner(s) of your business?
Please circle one: Relation, see below No Relation
N/A

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

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

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

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

[Signature]
Signature

Tiffany Madden
Print Name

8/21/24
Date

ARMED SECURITY PERSONNEL REQUIRED TRAINING COMPLIANCE FORM

Instructions:

N/A

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: Quick Trip #1736

Business Address: 519 North Ave, Macon, GA 31201

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

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

[Signature]
Applicant/Agent Signature

8/21/24
Date

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: QuikTrip Corporation
2. Name of the subject of this Certificate, if different from the applicant:
QuikTrip # 1736
3. Benefit or privilege for which the applicant is applying (mark one):

<input type="checkbox"/> Building Permit	<input type="checkbox"/> Plat Approval	<input type="checkbox"/> Building Inspection Report	<input type="checkbox"/> Certificate of Occupancy
<input checked="" type="checkbox"/> Alcohol License (Any)	<input type="checkbox"/> Privilege License (Any other than alcohol)	<input type="checkbox"/> Political Appointment	<input type="checkbox"/> Competitive Contract Bid or Proposal
<input type="checkbox"/> Non-Competitive Contract over \$50,000	<input type="checkbox"/> Registering to Bid on Real Property	<input type="checkbox"/> 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.

No individual ownership interest 725%

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.

Deborah Rowden 
Print and Sign Name

Sworn to and subscribed before me this

4 day of October, 2024


Notary Public

My Commission Expires: 1/27/27



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Quietap Corporation

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

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

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

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

No individual interest >25%

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

Deborah Rauden - [Signature]
Print and Sign Name

Sworn to and subscribed before me this
4 day of October, 2024.

[Signature]
Notary Public

My Commission Expires: 1/27/27



Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Tiffany Madden - Supervisor
2. Name of the subject of this Certificate, if different from the applicant:
QuikTrip Corporation - QuikTrip #1736
3. Benefit or privilege for which the applicant is applying (mark one):

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

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

No individual interest > 25%

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

Tiffany Madden
Print and Sign Name

Sworn to and subscribed before me this
21 day of Aug, 2021.

Kelly
Notary Public

My Commission Expires: 2-1-2027





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: Tiffany Madden – Fingerprints Completed: 12/16/2024

Business Name: QuikTrip Corporation DBA QuikTrip #1736

Business Address: 519 North Ave Macon GA 31211

DocuSigned by:

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

Granted David J. Davis 12/20/2024
 Sheriff, Macon-Bibb County, Georgia Date


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


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

Granted _____
 Mayor, Macon-Bibb County, Georgia Date

Denied _____
 Mayor, Macon-Bibb County, Georgia Date

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

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

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



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

Review Form

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

The following required documents are included in the application:

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

Legal Review 1/8/2025 (Date) DS
SD (Initials)

Comments

After review, legal recommends approval.

Initials

Initial
SF

Stephanie Freeman, Administrative Office Specialist



LEGISLATIVE SPONSORS

- | | |
|---|--|
| <input checked="" type="checkbox"/> MAYOR LESTER M. MILLER | <input type="checkbox"/> MAYOR PRO TEMPORE SETH CLARK |
| <input type="checkbox"/> COMMISSIONER VALERIE WYNN | <input type="checkbox"/> COMMISSIONER PAUL BRONSON |
| <input type="checkbox"/> COMMISSIONER STANLEY B. STEWART | <input type="checkbox"/> COMMISSIONER JOEY HULETT |
| <input type="checkbox"/> COMMISSIONER RAYMOND WILDER | <input type="checkbox"/> COMMISSIONER BILL HOWELL |
| <input type="checkbox"/> COMMISSIONER DONICE BRYANT-CATO | <input type="checkbox"/> COMMISSIONER BRENDA LYN BAILEY |
-

A RESOLUTION OF THE MACON-BIBB COUNTY COMMISSION APPOINTING DR. Y. MONIQUE DAVIS-SMITH TO THE BOARD OF DIRECTORS OF THE RIVER EDGE BEHAVIORAL HEALTH COMMUNITY SERVICE BOARD; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the River Edge Behavioral Health Center (“River Edge”) is a keystone provider of behavioral healthcare in the Middle Georgia area and offers services for substance abuse, mental health, development disabilities, and other similar fields; and

WHEREAS, River Edge is designated by the Georgia Department of Behavioral Health and Developmental Disabilities to serve four (4) central Georgia counties: Bibb, Jones, Monroe and Twiggs; and

WHEREAS, River Edge is overseen by a Board of Directors, with each said director being appointed and serving three (3) year terms, as provided in O.C.G.A. § 37-2-6; and

WHEREAS, O.C.G.A. § 37-2-6 provides that the governing authority of Macon-Bibb County shall be authorized to appoint certain members to the Board of Directors; and

WHEREAS, Mayor Lester Miller received a recommendation to appoint Dr. Y. Monique Davis-Smith to the Board of Directors of River Edge Behavioral Health to fill the unexpired term of Monica A. Swayne, which is set to expire December 31, 2025; and

WHEREAS, Dr. Y. Monique Davis-Smith has expressed her willingness to serve, meets all rules, regulations, and requirements necessary for appointment to the Board of Directors for the River Edge Community Service Board, and has submitted her resume and certificate of good standing, attached hereto and incorporated herein as Exhibit A, for consideration; 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, Dr. Y. Monique Davis-Smith is hereby appointed to serve as a member of the Board of Directors for the River Edge Behavioral Health Community Service Board, to fulfill the unexpired term of Monica A. Swayne, with said term to begin as of the effective date of this Resolution and to expire on December 31, 2025.

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 _____, 2025.

By: _____
LESTER M. MILLER, Mayor

(SEAL)

Attest: _____
JANICE S. ROSS, Clerk of the Commission

Q:\RES MACON-BIBB\2025 Miller Appointing Monique Davis-Smith To River Edge Board Of Directors 1-9-25.Docx

EXHIBIT A

CURRICULUM VITAE

Y. Monique Davis-Smith, M.D.

Contact Information:

Department of Family Medicine
3780 Eisenhower Parkway
Macon, Georgia 31206
(478) 633-0550/fax (478) 784-5496
Monique.davissmith@atriumhealth.org

Family:

Spouse Jimmie H. Smith, Jr., MD, MPH

Children Elizabeth Monique Graduate Student University of Delaware
Amelia Renee Student Georgia Institute of Technology
Gordon Hayes Student Morehouse College

Education:

1986-1990 Spelman College, Atlanta, Georgia – BS

1990-1994 Wayne State University School of Medicine, Detroit, Michigan – M.D.

Graduate Medical Training:

1994 – 1997 Intern/Resident, Southwest Georgia Family Practice Residency Program, Phoebe Putney Hospital, Albany, Georgia

Additional Training

2021 Association of Departments of Family Medicine Leadership Education for Academic Development and Success Fellow

2015 Lean Green Belt for Healthcare Certification

2013 Association of Family Medicine Residency Director National Institute for Program Director Development

2010 Integrative Medicine Residency Training.

2005 Fellow, Grant Generating Project Columbia, Missouri

2003 Fellow, Addressing the Health Needs of the Underserved, San Diego, CA

Positions:

2019-present Professor, Department of Family Medicine, Mercer University School of Medicine (MUSM), Macon, Georgia

2015 – present Medical Director Secure Health Plans of Georgia, LLC

2013 – present Residency Program Director Family Medicine Residency Program
MCCG/MUSM

2007-2019 Associate Professor, Department of Family Medicine, MUSM
Macon, Georgia

2001-2007 Assistant Professor, Department of Family Medicine, (MUSM),
Macon, Georgia

2001-2014 Associate Director, Family Medicine Residency, Medical Center
of Central Georgia (MCCG), Macon, Georgia

2002-2014 Clinical Research Associate, Department of Family Medicine,
MUSM, Macon, GA

2003-present Volunteer Faculty, Macon Volunteer Clinic, Macon, Georgia

1999-2000 Medical Practice, Gerald Family Care, Washington, D.C.

1999-2000 Volunteer Faculty Howard University School of Medicine,
Washington, D.C.

1997-1999 Time off at home with two small children

Hospital Appointments:

2001-present Active Staff, Medical Center of Central Georgia, Macon, Georgia

Medical Licensure:

District of Columbia 1999-present
Georgia 1998-present

Board Certification:

American Board of Family Practice	certified	2001
	Re-certified	2007
	Re-certified	2016

Professional Organizations:

American Academy of Family Physicians
Society of Teachers of Family Medicine
Georgia Academy of Family Physicians
Alpha Omega Alpha
American Academy of Family Medicine Program Directors
Association of Departments of Family Medicine
Gold Humanism Honor Society

Community Affiliations

Girl Scouts of America
Leadership Georgia
Delta Sigma Theta Sorority, Inc.
Jack and Jill of America, Inc.
First Baptist Church
Bibb County Mentors Project
Boy Scouts of America

Committee Appointments (*elected)

2023	Medical Executive Committee Atrium Health Navicent * Member at Large
2022	*Georgia Healthy Alliance Board
2020	*Delegate for District 6 GAFFP Congress of Delegates
2017	Georgia Chamber Congressional Luncheon Georgia Academy of Family Medicine representative
2017	*Delegate for District 6 GAFFP Congress of Delegates
2015-present	*Promotion and Tenure Committee
2015	Georgia Chamber Congressional Luncheon Georgia Academy of Family Medicine representative
2012-present	Credentialing Committee Secure Health Plans of Georgia, LLC
2012- Present	Secure Health Plans of Georgia, LLC Care Management Plan Committee Member
2010- 2016	Medical Executive Committee Medical Center of Navicent Health *Chair Division of Family Medicine
2010- 2013	*Nominating Committee member, MUSM 2011-2013 Chair
2007-2014	Family Medicine Interest Group Faculty Advisor
2007	Jack and Jill Teen Co Advisor 2014-2019 Teen Advisor

- 2006 – Present Mentors Project Bibb County Member
2014- present Board Member
- 2005 – 2010 Policy Leadership for Active Youth, Council Member: Supported by the Healthcare Georgia Foundation and coordinates to identify and assimilate emerging and promising strategies to increase physical activity, decrease sedentary behavior and prevent childhood obesity.
- 2004 – 2006 Society of Teachers of Family Medicine Committee on Communications Society Publications Subcommittee
- 2004 LCME Medical Student Committee
- 2003-present Society of Teachers of Family Medicine Group on Multicultural and Ethnic Affairs
*2007- Co-Chair
*2008- Chair
- 2003-2010 Institutional Review Board, Medical Center of Central Georgia
- 2003-2006 *House of Delegates, Mercer University (elected position)
- 2003 - present Leadership Georgia is an educational experience for selected leaders across Georgia regarding issues that confront the state.
2003 – Class member participated in programs designed around theme Georgia for Generations
2004 – **Program Chair** designed and implemented a program for a class of 120 participants on the theme Perspectives: The at Risk Child
2005-2008- **Board Member (Jimmie Smith, Jr.)**
- 2002-2009 Public Health Committee, Georgia Academy of Family Physicians
2005-2006 – **Vice-Chair**
- 2001-2008 Patient Education Advisory Committee, developed program to Promote awareness of Health Literacy in the medical community, Medical Center of Central Georgia

Grants and Scholarships

Alpha Omega Alpha Carolyn L. Kuckein Student Research Fellowship, \$4500. 6/09-12/09. Title: Implementing a Family Diabetes Risk Reduction Program. Second year medical student Jamie Aye. Principal Investigator, Monique Davis-Smith, Faculty Supervisor

Alpha Omega Alpha Carolyn L. Kuckein Student Research Fellowship, \$4500. 6/08-

12/08. Title: Developing a Family Childhood Obesity Prevention Program. Second year medical student Lauren Mayer. Principal Investigator, Monique Davis-Smith, Faculty Supervisor

Funded Grants:

STFM Foundation 2015 \$10,000 Project Title: Quality Mentorship through STFM Joedrecka Brown Speights, Principal Investigator, **Monique Davis-Smith**, Judy Washington, Evelyn Figueroa Co-Investigators

Society of Teachers of Family Medicine Foundation 2011 \$10,000 PROJECT TITLE: Group on Minority and Multicultural Health Service Project—Increasing the Interest of Minority Students in Choosing Family Medicine through Mentoring Principal Investigator, Judy Washington, **Monique Davis-Smith**, Co-Investigator

National Institute of Health NIDDK R-18, \$3,100,000.00 6/2008 – 6/ 2013. Title: Church-Based Diabetes Prevention and Translation-2 study. John Boltri, Principal Investigator, **Monique Davis-Smith**, Judith Fifield, Paul Seale, **Co-Investigators**.

Hatcher Foundation Grant, \$10,000, 7/1/05-6/30/06. Title: “Prevention of Diabetes in High Risk African Americans Using a Faith Based Model.” John Boltri, Principal Investigator, **Monique Davis-Smith, Co-Investigator**

Medcen Community Health Foundation Research and Education Grant, \$15,163, 12/01/2004-11/30/2005. Title: “Community Intervention to Prevent Diabetes in African Americans.” John Boltri, Principal Investigator, **Monique Davis-Smith**, Brian Tobin, **Co-Investigators**

Department of Health and Human Services Health Resources and Services Administration, Residency Training Grant, \$298,629.00, 07-01-04 - 06-30-07. Title "The Holistic Women's Health Project" Grant number 1 D58HP03199-01-00. Roberta Weintraut, Principal Investigator, **Monique Davis-Smith, Co-Investigator**

Department of Health and Human Services Health Resources and Services Administration, \$594,012, 7/16/02 – 6/60/05. Title: Establishment of a Research Unit in the Department of Family Medicine. Fred Girton, Principal Investigator; **Monique Davis-Smith, Research Section Faculty Fellow**

Medical Center of Central Georgia. Medcen Family Practice Education and Research Departmental Grant. \$7,530, 12/01 – 9/05. Title: "Diabetes Prevention Project implementation in African American Churches.(**Monique Davis-Smith, Principal Investigator**

PUBLICATIONS:

Peer Review:

Okosun IS, Seale JP, Lyn R, **Davis-Smith YM**. Improving Detection of Prediabetes in Children and Adults: Using Combinations of Blood Glucose Tests. *Front Public Health*. 2015 Nov 20;3:260. doi: 10.3389/fpubh.2015.00260. eCollection 2015. PMID: 26636060

Seale JP, Fifield J, Davis-Smith YM, Satterfield R, Thomas JG, Cole B, Atkinson MJ, Boltri JM. Developing culturally congruent weight maintenance programs for African American church members. *Ethn Health*. 2013;18(2):152-67. doi: 10.1080/13557858.2012.708914. Epub 2012 Sep 3. PMID: 22943791

Okosun IS, **Davis-Smith M**, Paul Seale J, Ngulefac J. Applicability of a combination of hemoglobin A(1c) and fasting plasma glucose in population-based prediabetes screening. *J Diabetes*. 2012 Dec;4(4):407-16. doi: 10.1111/j.1753-0407.2012.00188.x. PMID: 22268513

Okosun IS, Seale JP, Boltri JM, **Davis-Smith M**. Trends and clustering of cardiometabolic risk factors in American adolescents from 1999 to 2008. *J Adolesc Health*. 2012 Feb;50(2):132-9. doi: 10.1016/j.jadohealth.2011.04.016. Epub 2011 Jun 15. PMID: 22265108

Okosun IS, **Davis-Smith M**, Seale JP. Awareness of diabetes risks is associated with healthy lifestyle behavior in diabetes free American adults: evidence from a nationally representative sample. *Prim Care Diabetes*. 2012 Jul;6(2):87-94. doi: 10.1016/j.pcd.2011.12.005. Epub 2012 Jan 17. PMID: 22261413

Boltri JM, **Davis-Smith M**, Okosun IS, Seale JP, Foster B. Translation of the National Institutes of Health Diabetes Prevention Program in African American churches. *J Natl Med Assoc*. 2011 Mar;103(3):194-202. PMID: 21671523

Okosun IS, Lyn R, **Davis-Smith M**, Eriksen M, Seale P. Validity of a continuous metabolic risk score as an index for modeling metabolic syndrome in adolescents. *Ann Epidemiol*. 2010 Nov;20(11):843-51. doi: 10.1016/j.annepidem.2010.08.001. PMID: 2093319

Okosun I, Boltri J, Lyn R, **Davis-Smith, M**. Continuous metabolic syndrome risk score, body mass index percentile and leisure time physical activity in American children. *J*

Clin Hypertens (Greenwich). 2010 Aug;12(8):636-44. doi: 10.1111/j.1751-7176.2010.00338.x. PMID: 20695944

Atkinson, M.; Boltri, J; **Davis-Smith, M.** Seale, J; Shellenberger, S; Gonsalves, D. A Qualitative Inquiry into the Community and Programmatic Dimensions Associated with Successful Implementation of Church-Based Diabetes Prevention Programs" *J Public Health Manag Pract*. 2009 May-Jun;15(3):264-73. doi:10.1097/01.PHH.0000349741.26985.16. PMID: 19363407

Boltri, J; **Davis-Smith, Y**; Seale, Shellenberger, Okosun, Cornelius. Diabetes Prevention in a Faith Based Setting: results of Translational Research. *Journal of Public Health Management and Practice*, 2008 Jan-Feb;14(1):29-32 PMD 18091037

Shellenberger, Dent, **Davis-Smith**, Seale, Weintraut, Wright. The Cultural Genogram: A Tool for Teaching and Practice. *Family Systems and Health*, 25(4):367-381 December 2007

Boltri, Seale, Okosun, Ouzts, Cornelus, **Davis-Smith**. The Effects of a Patient-based Risk Assessment Prompt on Diabetes Screening. *Diabetes Research and Clinical Practice* 78(2007) 102-107

Davis-Smith M. Implementing a Diabetes Prevention Program in a Rural African-American Church. *JNMA*, Vol.99, NO.4, April 2007 440-446. (Misprinted by journal other authors, Boltri, Seale, and Tobin)

Boltri, J; **Davis-Smith, M**; Zayas, Shellenberger, Seale, Blalock, Mbadinju. Developing a Church-Based Diabetes Prevention Program with African American Focus Group Findings. *Diabetes Educator*, 2006; Nov-Dec;32(6):901-9

Boltri, J; Okosun, **Davis-Smith, Y**; Seale, Roman, Tobin. A Simple Nurse-Based Prompt Increases Screening and Prevention Counseling for Diabetes. *Diabetes Research and Clinical Practice*, 2006 Jun 6 [Epub ahead of print]

Okosun, I; Boltri, Hepburn, Eriksen, **Davis-Smith, M.** Regional fat localizations and racial/ethnic variations in odds of hypertension in at-risk American adults. *Journal of Human Hypertension*, 2006 May;20(5):362-71

Seale JP , **Davis-Smith M.** Okosun I. Ethnic and Gender Differences in Lifestyle Risk Factors In a Bi-Ethnic Primary Care Sample: Prevalence and Clinical Implications. *Ethnicity & Disease* Spring 2006 16(2):460-7

Boltri J; **Davis-Smith M**; Okosun I, Hemoglobin A1c Levels in Diagnosed and Undiagnosed Black, Hispanic, and White Persons with Diabetes: Results From NHANES 1999-2001". *Ethnicity & Disease* Autumn 2005 15(4):562-7

Book Chapters:

Geriatric Pharmacotherapy A Guide for the Helping Professional Olsen Cynthia, Tindall, William, Mark Clasen Nutrition and Exercise in the Elderly 2007 pub. American Pharmacists Association

Abstracts:

Boltri J; Davis-Smith M; Okosun I; Seale; P; Roman, P. A Simple Nurse Based Prompt Improves Diabetes Prevention Counseling. *Diabetes*, 2005: 54 (1)

Supplement: A229

Davis-Smith M; Boltri J; Zayas, L; Blalock, T. Outcomes of Focus Group Sessions for Developing a Diabetes Prevention Program in a Rural African American Church Community. *Diabetes*, 2005: 54 (1) Supplement: A563

Davis-Smith M; Boltri J; Seale P; Shellenberger S. Diabetes Prevention Program Intervention in a Rural African American Church. *Diabetes*, 2005: 54 (1) Supplement: A563

Davis-Smith M; Boltri J; Okosun, I. Racial Differences in Diabetes Risk Factors in the Out-Patient Primary Care Setting. American Diabetes Association 64th Scientific Session. *Diabetes*, 2004: 53 (2) Suppl. 2199

CONFERENCES PRESENTED:

Invited and Peer Reviewed International, National, and State

Davis-Smith M, Henderson D, South-Paul, Jeannette, Rodgers, Denise, In pursuit of Equity and Diversity in the Family Medicine Workforce and Leadership: Panel on Negotiations STFM Annual Spring Conference Washington DC, May 2018

Davis-Smith M Developing a Succession Plan for Family Medicine Residency Faculty Association of Family Medicine Residency Directors Kansas City, Kansas April 2018

Davis-Smith, M Resident Well-Being Workshop on Stress and Managing it during Residency GAFF Family Medicine Day for Medical Students, Atlanta, GA March 3, 2018

Boltri, J Davis-Smith, M, J Goens, J. Skill Building for Successful NIH Grant Submissions NAPCRG, 2011, Banff, Alberta

Davis-Smith, M; Boltri, J; Goens, J Families Actively Improving Their Health Works: A Family Diabetes Prevention Intervention in African American Churches, May 1, 2011, New Orleans, LA.

Goens, J; Boltri JM.; Davis-Smith, M Developing a Mentorship Structure to Enhance Diversity of Student Researchers Within a Translational Research Study, Thursday, April 28, 2011, New Orleans.

Boltri, J; Davis-Smith, M; Seale, P; Fifield, J; Goens, J; Okosun, I. The Church Based Diabetes Prevention and Translation-2 Study (CBDPT-2). American Diabetes Association 70th Annual Scientific Sessions, Orlando, Florida, June 26, 2010.

Adkison, LR, AP Scheetz, RJ Weintraut, M Davis-Smith, S Shellenberger, A House, SR

- Miles, RM Brown, DL Harris. "Gender Variation in Stress Perception and Management in Academic Medicine." Presented at a joint session of Women in Medicine and the Council of Deans at the AAMC annual meeting, October 29, 2006. (peer-reviewed) Seattle, WA
- Weintraut, **Davis-Smith**, *Holistic Women's Health Project*. STFM Spring Meeting, April 2006, San Francisco, California
- Davis-Smith**; Seale, Okosun *Lifesytle Risk Factors In a Bi-ethnic Urban Southeastern US Population: Prevalence & Clinical Implication*: WONCA October 16, 2004, Orlando, FL
- Davis-Smith**; Dent; Smith *Bridging Public Health and Family Medicine: A Residency Education Module*: STFM Spring Meeting May 16, 2004, Toronto, Canada.
- Tobin; **Davis-Smith**; Milam. *MEDS: An Innovative Information Technology tool for Teaching and Assessing Competencies in Preventive Medicine Using the Metabolic Syndrome Patient*; ATPM Teaching Prevention Institute February 26, 2004, New Orleans Louisiana
- Dent; Seale; Shellenberger; **Davis-Smith**; *The Cultural Genogram: A Tool to Educate Culturally Competent Physicians*, STFM Spring Meeting September 23, 2003, Atlanta, Georgia
- Davis-Smith**; Smith *Health Disparities in the State of Health in Georgia*; GAFF Summer Meeting June 9, 2002, Amelia Island, Florida

Other Invited Presentations:

- Davis-Smith** Population Health: What does that mean for Middle Georgia
Macon 2017 Delta Sigma Theta Sorority, Macon, GA
- Davis-Smith** *Healthy Victorious Christian Living*. Sixth District Baptist Congressional District Meeting, Macon, GA May 2017
- Davis-Smith** *Breast Cancer Screening in African-American Churches*. Sister's Keepers Project Ft. Valley Chapter of the Link's Inc. Ft. Valley, GA February 2016
- Davis-Smith** *Clinical Practice and Faith Communities: Building Bridges*. Macon, GA, September 30, 2015
- Davis-Smith** *Childhood Obesity Prevention*. Warner Robins, GA, March 2, 2015
- Davis-Smith** *Maturing With Grace*. Warner Robins, GA, November 12, 2014
- Davis-Smith** Dental Screening Macon, GA, August 10, 2014
- Davis-Smith** *Developing Healthy Habits*. Fort Valley, GA August 5, 2014
- Davis-Smith** Children's Health, Macon, GA, July 13, 2014
- Davis-Smith** Contraception, Macon, GA June 8, 2014
- Davis-Smith** Team Based Learning: Clinical Applications, Macon, GA May 25, 2013
- Davis-Smith** *Heath Disparities: The State of Health in Bibb County*.
MCCG December, 2013
- Davis-Smith** Pregnancy Care, Macon, GA November 2013 Bibb County Health Dept
- Davis-Smith** Management of Meonopause, Macon, GA September 2013 Links Macon, GA
- Davis-Smith** Genital Cancer, Macon, GA June 10, 2013 Mentors Project
- Davis-Smith** Procedure Skills Workshop: GYN procedures Macon, GA, February 2013
Family Medicine Interest Group

Davis-Smith Asthma and Pregnancy, Macon,GA June 2012 Bibb County Health Dept
Davis-Smith Pain Management, Macon, GA June 2011 Bibb County Health Dept
Davis-Smith Procedure Skills Workshop Suturing, Family Medicine Interest Group
 Macon, GA ,April 2010
Davis-Smith Heat Related Illness Prevention, Macon. GA July 2009 Central High
 School, Macon, GA
Davis-Smith Children's Office Emergencies, Macon, GA December 2009
Davis-Smith Medical Case Management, Macon, GA September 2008 Student National
 Medical Association Macon Ga September 2008
Davis-Smith Mentoring in Middle School, GA June 2008 Mentors Project
Davis-Smith Health Maintenance, Macon GA March 2008 Links Inc, Ft Valley, GA
Davis-Smith Common Breast Problems, Macon GA February 2008 Links Inc, Macon
 GA

Poster Sessions

Davis-Smith M, Holmes, Arturo Experiences in Retaining Participants in a Community
 Based Participatory Research Study STFM Spring Meeting 2013
Davis-Smith M, Davis C, Moore R, Utilizing the RE-AIM Model to evaluate the
 Effectiveness of a Church-Based Diabetes Prevention Program STFM Spring
 Meeting 2013

Davis-Smith, M, Goens,J. Nourparvar S. Curriculum Development for a Faith-based
 Family Cardiovascular Risk Reduction Program NAPCRG, Banff, Alberta 2011
Davis-Smith, M; Boltri, J; Goens, J Families Actively Improving Their Health Works:
 A Pilot Study AAMC 2010
 Boltri,J **Davis-Smith,M Seale, J**, Fifield,J A Randomized Trial of Church-based
 Diabetes Prevention in African American Churches: Study Protocol Society of
 Teachers of Family Medicine, April 2009 Denver, CO
Davis-Smith M; Boltri J; Cornelius M. *Implementation of a Church-based Diabetes
 Prevention Program* Society of Teachers of Family Medicine April 29, 2007
 Chicago, IL
Davis-Smith M; Boltri J *Outcomes of a Church Based Diabetes Prevention Program*
 STFM, April 27, 2006 San Francisco, California
Davis-Smith M; Boltri J; Tindall William. *Implementing a Diabetes Prevention
 Program In a Rural and Urban African American Church*, North American
 Primary Care Research Group Meeting October 16, 2005, Quebec, Canada
 Boltri J; **Davis-Smith M**; Okosun I; Seale; P. *A Simple Nurse Based Prompt Improves
 Diabetes Prevention Counseling*. Annual American Diabetes Association 65th
 Annual Scientific Session, San Diego, CA, June 11, 2005 (also published as an
 abstract and cited above)
Davis-Smith; Dent; Smith *Bridging Public Health and Family Medicine*; Mercer
 University Health Sciences Research Conference. March 4, 2004

Weintraut; Adkison; **Davis-Smith**; Shellenberger; Harris; Brown; Miles.
Evaluation of Stress and Coping Skills in Medical Students and Health Care Professionals; Mercer University Health Sciences Research Conference. March 4, 2004

Peer Grant Reviewer

2012 NIDDK Translational Research Grant Reviewer
2003 HRSA Residency Training Grant Reviewer

Peer Review Journal Reviewer

Annals of Family Medicine
Family Medicine
Health Education Research

Curriculum Development

Population Health curriculum development for Family Medicine Residents to teach the concept and enhance skills for implementation and evaluation of managing health of a population

Jumpstart Your Clinical Skills- a clinical correlation to the year one and two medical student curriculum that introduced the students to the Family Medicine facility as well as to the Resident faculty and the residents

Community Medicine Rotation- developed curriculum for the twelve-week longitudinal rotation and evaluation tool for community preceptors

Nutrition and Exercise Assessment lecture series- developed for residents and students to identify and recognize the need for nutrition and exercise evaluation and recommendation

Health Literacy Awareness lecture series- implemented to increase awareness of the impact of literacy in the health arena

Resident Tuesday Teaching curriculum director- designed and organized the curriculum for residents during their didactic learning on Tuesday afternoons

Honor and Awards

2022 Leonard Tow Humanism in Medicine Award Mercer University School of Medicine
2022 Douglass Theater Women's History Month Honoree "Providing Healing Promoting Hope"
2019 Navicent Health Educator of the Year
2016 Bronze Award Academy Family Medicine Residency Program Directors
2015 Sister to Sister Mentoring Award Spelman College
2015 Attending of the Year, MCCG, Family Medicine Residency
2014 Teaching Excellence Award, MCCG, Geriatric Fellowship

2014 Sister to Sister Mentoring Award Spelman College
2013 Alpha Omega Alpha
2013 NCQA Patient Centered Medical Home Level 3 Recognition
2016 Recertification at Level 3
2011 Attending of the Year, MCCG Family Medicine Residency
2011 Scott Hawkins Leadership. Links Inc.
2009 Granted Degree of Fellow in the American Academy of Family Physicians
2008 Community Service Award Sister's Keepers Project, a church-based breast Health education initiative.
2008 GO! Diabetes Award for mentoring a resident participant in a two state enhancement project to improve management of patients with diabetes in family medicine residency programs, Georgia Academy and Oklahoma Academy of Family Physicians

Macon-Bibb County Certificate of Good Standing

1. Name and Title of the applicant: Yvette Monique Davis-Smith, MD

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):

<input type="checkbox"/> Building Permit	<input type="checkbox"/> Plat Approval	<input type="checkbox"/> Building Inspection Report	<input type="checkbox"/> Certificate of Occupancy
<input type="checkbox"/> Alcohol License (Any)	<input type="checkbox"/> Privilege License (Any other than alcohol)	<input type="checkbox"/> Political Appointment	<input type="checkbox"/> Competitive Contract Bid or Proposal
<input type="checkbox"/> Non-Competitive Contract over \$50,000	<input type="checkbox"/> Registering to Bid on Real Property	<input checked="" type="checkbox"/> Other: <u>RIVER EDGE BOARD</u>	

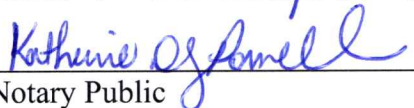
4. If the subject is an individual or sole proprietorship, then list all business entities in which the subject has a direct or indirect ownership interest of 25% or more, or legal control over. If the subject is an entity, then list all individuals who have a direct or indirect ownership interest of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

None

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.

Yvette Monique Davis-Smith, MD / 
 Print and Sign Name

Sworn to and subscribed before me this 8th day of January, 2025.


 Notary Public
 My commission expires:

